

SCOPE OF WORK

**LEAST BELL'S VIREO AND SOUTHWESTERN WILLOW FLYCATCHER SURVEYS ON MARINE CORPS
AIR STATION MIRAMAR, SAN DIEGO, CALIFORNIA**

July 2016

TABLE OF CONTENTS

SECTION	TITLE	PAGE
A	INTRODUCTION	2
B	PURPOSE	2
C	LOCATION	2
D	DESIGNATED REPRESENTATIVES	3
E	PERIOD OF PERFORMANCE	3
F	MATERIAL AVAILABLE FOR REVIEW	4
G	GENERAL REQUIREMENTS	4
H	SPECIFIC REQUIREMENTS	7
I	MEETINGS/COORDINATION	12
J	SUBMITTALS & SCHEDULES	13
K	DATA & PUBLICATIONS	13
L	RELEASE OF INFORMATION	14
M	SAFETY	14
N	HOLD HARMLESS	15
O	INSURANCE	16
P	PAYMENTS	17
Q	EXECUTIVE COMPENSATION & SUBCONTRACT REPORTING	18
Attachment 1-5	FORMATS	16
Attachment A	INSURANCE REQUIREMENTS	17
Attachment B	WAWF INSTRUCTIONS	19

A. INTRODUCTION

The United States Marine Corps Air Station (MCAS) Miramar, and its surrounding Marine Corps Base (MCB) Miramar, with contract support/administration provided by the Department of the Navy (DoN), is interested in establishing a Cooperative Agreement to survey the least Bell's vireo (LBVI, *Vireo bellii pusillus*) and the Southwestern willow flycatcher (SWFL, *Empidonax traillii extimus*) populations on up to approximately 105 acres of Miramar. The authority for this Cooperative Agreement is 16 USC §670c-1 (Sikes Act).

The LBVI and SWFL are listed as an endangered species by the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG). The LBVI and the SWFL are found foraging and breeding in similar riparian habitats, and surveys for both species can frequently be conducted concurrently.

Structured surveys for LBVI and SWFL have been conducted on MCAS Miramar in 1999, 2008, 2011, and 2013, and informal nest success and fledging informal surveys were implemented sporadically in those years, and in 2012, 2013 and 2016. These surveys have identified the main LBVI areas of use as San Clemente Canyon, Sycamore Canyon and West Sycamore Canyon. Other locations with record of LBVI are the Santee Lakes area, a location several hundred meters west of Convoy Street in the Miramar Landfill area and one location near Santo Road. Up to 18 LBVI territorial males and 5 transient males have been recorded in any single season on MCAS Miramar. Some years have recorded no LBVIs on Miramar. Only transient male SWFLs, and non-southwestern willow flycatchers have been recorded.

The quantity and quality of LBVI and SWFL habitat on Miramar was severely altered by the 2003 Cedar Fire. Prior to the Cedar Fire, approximately 350 acres of riparian vegetation types potentially suitable for the LBVI and SWFL had been documented on Miramar. Of this total, approximately 200 acres were located within the perimeter of the Cedar Fire and are in various stages of regrowth.

B. PURPOSE

The purpose of this Cooperative Agreement is to conduct a detailed survey of LBVI and SWFL suitable habitat, singing locations, territories and demographic specifics (number of breeding pairs, number of eggs, number of young fledged, etc.) on MCAS Miramar.

The objective of this Agreement is to produce data, analysis, evaluation, reports, and activities necessary to support the stewardship requirements of MCAS Miramar in accordance with the Endangered Species Act of 1973 (19 USC 1531 et seq.), Department of Defense Instruction 4715.3 – Environmental Conservation Program, and Marine Corps Order P5090.2A. All work must stand up to professional standards and be scientifically defensible. Data are to be presented in three formats: a written scientific report (both paper and electronic forms); electronic raw data using Microsoft ACCESS or Microsoft Excel software running on IBM AT compatible computers; and Geographic Information System (GIS) formatted data for inclusion in the Station GIS.

C. LOCATION

Miramar is located approximately 13 miles north of downtown San Diego and 4 miles east of the Pacific Ocean. The MCAS Miramar property is about 12 miles long from east to west and about 4 miles from north to south encompassing 23,065 acres. The areas covered under this agreement include all suitable habitat for LBVI and SWFL on Miramar. The survey area includes all lands within Miramar boundary generally north of State Route 52 to I-15 then north of Tierrasanta Blvd to Santo Rd; East of Interstate 805; South of Eastgate Mall Road/Miramar/Pomerado Road, and West of the City of Santee. Initial work will require suitable

habitat surveys on all undeveloped lands on MCAS Miramar and then focus of conducting LBVI/SWFL surveys in all suitable LBVI/SWFL habitat identified. Some on-site office work at the Environmental Management Department may be expected, especially with regard to document review and GIS/GPS layer and data development and integration.

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Mr. Reagan Pablo, Contract Specialist, Naval Facilities Engineering Command, Southwest, 1220 Pacific Highway, San Diego, CA 92132-5190, telephone (619) 532-4150, and email reagan.s.pablo@navy.mil.

2. Cooperative Agreement Technical Representative (CATR) is Thomas Sabol, Natural Resources Specialist, Central Integrated Products Team, Naval Facilities Engineering Command Southwest (NAVFAC SW), 937 North Harbor Drive, BLDG 1, 3rd FLR, RM 323, CBCL 45, San Diego, California, 92132-5190, telephone (619) 532-1989, facsimile (619) 532-4160 and email: thomas.sabol@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 Cooperator and Installation Representative (Mr. Charles Black, including his respective representatives or staff) 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. Installation Representative (IR) is Charles Black, Wildlife Biologist, Marine Corps Air Miramar, Natural Resources Division, P.O. Box 452001, Building 6022; San Diego, California 92145-2000. Phone: 858-577-6498, Fax: 858-577-4200; E-mail: charles.h.black@usmc.mil.

The IR is responsible for providing the CAA (Mr. Reagan Pablo), via the CATR (Thomas Sabol), the technical requirements for this Cooperative Agreement's scope of work specifications. The IR has no authority to make any changes to the Cooperative Agreement only the CAA may affect any change to this Cooperative Agreement. The Station Representative has no authority to direct or change any work identified in this Cooperative Agreement.

4. Cooperative Agreement Client Geographic Information System Specialist is Ms. Barbara Bell, Marine Corps Air Miramar, Natural Resources Division, P.O. Box 452001, Building 6022; San Diego, California 92145-2000. Phone: 858-577-6732, Fax: 858-577-4200; E-mail: barbara.e.bell@usmc.mil.

Any change in scope of work must be issued to the Cooperator, 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.

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.

E. PERIOD OF PERFORMANCE

The proposed period of performance for the Cooperative Agreement consists of a thirteen (13) month period of performance. 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 Cooperative Agreement by written modification. Total duration of this agreement, shall not exceed 13 months.

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), Draft Work Plans, etc. Cooperator may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

F. MATERIAL AVAILABLE FOR REVIEW

Cooperator and/or his/her representative(s) will have access to the following materials through the IR or CATR by advance appointment. The IR will furnish access to reports, references, and other relevant information from MCAS Miramar Natural Resources Division library for review. The IR will provide standardized GIS data delivery, layer, and database information, requirements, and specifications. The IR will provide references for installation procedures to support accomplishment of the tasks identified. Available reference items include:

- Black, Charles. 2013. Personal observations on locations of territorial male LBVI in 2012, 2013, 2014, and 2015 on MCAS Miramar.
- Tierra Data Inc. 2011. Least Bell's vireo (*Vireo bellii pusillus*) and Southwestern Willow flycatcher (*Empidonax trailii extimus*) Surveys at Marine Corps Air Station Miramar.
- AmDyne Corporation. 2008. Final Report: Least Bell's Vireo and Southwestern Willow Flycatcher Surveys on MCAS Miramar.
- Varanus Biological Services, Inc. 2002. Final Report: Southwestern Willow Flycatcher and Least Bell's Vireo Surveys on MCAS Miramar, San Diego County, CA 2002 Season.
- GIS data (ESRI format) on Miramar's natural resources including vegetation types, contours, soils, elevation, endangered species, cultural resources, and man-made landmarks (roads, highways, etc.), aerial imagery (2008 high resolution orthorectified aerial photographs of Miramar anticipated by mid-2010).
- Integrated Natural Resources Management Plan 2006-2010. Prepared by Gene Stout and Associates and Geomorph Information Systems. October 2006.
<http://www.miramar.usmc.mil/WebPages/Environmental/IntegratedNaturalResources.htm>
- Applicable topographical maps
- Sensitive Resources map for Miramar

Reference Documents:

The Cooperator shall adhere to the following documents to the extent they are applicable to the work required by this SOW:

- Endangered Species Act and associated federal regulations
- Marine Corps Order P5090.2A with change
- MCAS Miramar Environmental Management Department GIS Data Delivery Requirements

G. GENERAL REQUIREMENTS

1. The Cooperator 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 CATR and IR.

2. The Cooperator 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 Cooperator 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 Cooperator's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel onto the Installation. The Cooperator 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 Cooperator access to study/project sites. While on the installation, the Cooperator shall abide by all applicable rules and regulations issued by the Commanding Officer. The Cooperator may be subject to inspections for contraband while on Government property.

4. The Cooperator 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. Due to the complexity of work, the Cooperator shall provide the following key personnel with the following minimum qualifications:

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

i. Minimum of four (4) seasons of field experience conducting permitted unsupervised surveys for LBVI/SWFL 's and associated report preparation and additional permitted Biologist/Technicians (as needed) for fieldwork and data collection/analysis/interpretation, technically qualified GIS personnel, and technically proficient editorial staff.

ii. Possession of any/all applicable permits from all appropriate agencies, e.g., USFWS.

iii. Minimum of Bachelor's degree in Wildlife Biology, or related science.

B. Project Manager: The Cooperator shall designate one person as responsible for ensuring that provisions are in place for project and personnel supervision, quality control and meeting of reporting requirements on a daily basis. Of note, the Principal Biologist may assume the role as the Project Manager. This person shall have, at the minimum:

i. Minimum of four (4) seasons of field experience conducting permitted unsupervised surveys for LBVI/SWFL 's and associated report preparation and additional permitted Biologist/Technicians (as needed) for fieldwork and data collection/analysis/interpretation, technically qualified GIS personnel, and technically proficient editorial staff.

6. The Cooperator shall provide the CAA (via the CATR) the names of persons and copies of their resumes being considered for work under this Agreement. The Cooperator shall not replace or substitute any staff member without prior written approval by the CAA.
7. The Cooperator shall work closely with the CATR and IR in planning and carrying out all field activities.
8. All work conducted in support of this Agreement shall comply with all applicable federal and state laws.
9. If there is an incident which the Cooperator believes may involve “take” of an endangered species and involves an activity permitted under the endangered species permit, the Cooperator shall follow the procedures in the permit and notify the IR and CATR immediately.
10. If there is an incident which the Cooperator believes may involve “take” of an endangered species that results from an activity not listed on the permit, the IR and CATR shall be contacted immediately.
11. At no additional cost to the Government, the Cooperator shall be in possession of all necessary permits necessary to conduct the activities stipulated in this Agreement. All permits will be submitted as part of the proposal.
12. 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.
13. All work conducted in support of this Agreement shall comply with all federal laws including, but not limited to, the Endangered Species Act and the Migratory Bird Treaty Act.
14. 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 Pacific Fleet Representative upon request.
15. 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 Cooperator 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 Cooperator 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 Cooperator’s required Work Plan. The CATR or IR, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.
16. The Cooperator shall inform the CATR and IR 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.
17. The Cooperator shall inform the CATR and Pacific Fleet Representative via e-mail of any unusual animal 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.
18. Throughout the term of this Agreement the CATR and the Pacific Fleet Representative shall be afforded the opportunity by the Cooperator to periodically observe the Cooperator’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 Cooperator's performance in fulfilling the requirements of this Agreement.

19. 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 Cooperator shall forward the requested data electronically within ten (10) days from the date of request. If the requested data cannot be provided within this time frame, the Cooperator shall forward electronically the most updated raw data to the CAA, via the CATR (cc provided to Pacific Fleet 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 Cooperator shall document the amount of efforts and its translated cost estimate that would have been incurred by the Cooperator to complete the request for updated data. This document shall be electronically forwarded to the 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.

20. Work on this project may require that Cooperator personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

21. Normal Miramar working hours are from 07:00 – 17:00, with the exception of Federal holidays. Cooperator personnel are expected to conduct as much work as is practical during these hours (suitable habitat surveys, meetings with client representative, GIS data collection etc.). However, LBVI/SWFL surveys are to be conducted between 06:00 and 12:00 and it may be advantageous to the Cooperator to conducting LBVI/SWFL surveys on weekends and/or Federal holidays to avoid conflicts with military operations. Actual hours of work will be agreed upon by the CATR and the Client Representative at cooperative agreement start up.

22. The Cooperator shall be required to travel within the local commuting area of Miramar to support the requirements outlined above. Work requires use of a four-wheel-drive vehicle to access remote areas of Miramar utilizing dirt roads and fuel breaks with steep grades often after inclement weather. Travel for all on-site Cooperator personnel and direct reimbursements will be in accordance with the Joint Travel Regulations (JTR). All trips will need to be approved by Client Representative or designee in writing via either memorandum or e-mail.

H. SPECIFIC REQUIREMENTS

1. Scope:

This project includes all document review, field investigations, Global Positioning System (GPS) mapping, Geographic Information System (GIS) layer and database development, statistical analysis, ecological examination, and report preparation necessary to complete LBVI and SWFL surveys on Miramar. The information/data to be provided will be collected by identifying all potentially suitable habitat on Miramar and conducting USFWS protocol surveys for these species. Additionally, nests of LBVI will be monitored, possibly with motion activated cameras, to assess nesting success and reasons for lack of success (parasitism by cowbirds or predation). The timing of brown headed cowbird presence and potential for control will be assessed.

Any change in scope must be issued to the Cooperator, 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. The Cooperator 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 Pacific Fleet Representative.

2. Clearances and Licensing:

The selected Cooperator, and each of his/her employees, working on Miramar are required to sign-up for the RapidGate program or obtain a contractor's pass for all employees and vehicles. RAPID Gate™: The preferred method of Miramar access is via the RAPIDGate™ program. RAPIDGate™ is consistent with and complementary to Homeland Security Presidential Directive 12 (HSPD-12) and the Federal Information Processing Standard 201 (FIPS 201).

Under the RAPIDGate™ program, Cooperator personnel are vetted through a series of national and local record checks to determine whether they meet Miramar's criteria for access. The determination of whether to authorize a pass (badge) is made by the Government. The badges have Radio Frequency Identification (RFID) capability, and will be scanned upon entry onto the installation. Cooperator personnel departure from the installation will be recorded by passive RFID receivers. Cooperator personnel who have been screened and are determined to be eligible for access will be required to self-register at kiosks located at the Miramar East Gate Vehicle Registration building or other facility that has a RAPIDGate™ Kiosk

Participation in RAPIDGate™ is optional, but the number of gates open to non-registered Cooperator personnel will be limited to gates which can safely accommodate traffic backups. However, all gates will be open to RAPIDGate™ registered Cooperator personnel.

The card is valid for one year and is nontransferable. The card must be carried on each Cooperator and his/her representative(s) when they are within the boundaries of Miramar. Escorting persons onto Miramar who do not hold a valid card will result in revocation of the Cooperator's access to Miramar and immediate termination of all activities on Miramar, as well as, nonfulfillment of the Contract. In addition, no invoices will be certified until all access information is provided. Information regarding acquiring a business pass will be provided after award. A letter of support will be drafted by the Environmental Department.

Miramar access requirements and procedures may change during the term of this agreement. The Cooperator shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.

Prior to the initiation of any work on Miramar property, the Cooperator shall submit in writing to the Client representative a list indicating all employees working on Miramar. The list shall contain the following information:

- company name
- employee name
- position/job title
- citizenship
- naturalization/immigration number
- home address
- home and work telephone numbers
- vehicle make, model, year, color, license plate information

Access to some work areas may be limited or restricted to specific periods or require special advance coordination to prevent conflicts with military operations and training. Work in some areas may also be limited or restricted to avoid affects to other sensitive resources. Access to all parts of Miramar may be temporarily restricted during periods of heightened security.

Nothing in the Contract shall be construed in any way to limit the authority of the Commanding Officer to

prescribe new or to enforce existing security regulations governing the admission or exclusion of persons and the conduct of persons while aboard Miramar, including, but not limited to, the right to search all persons or vehicles aboard Miramar. The Cooperator is expected to accomplish the requirements of this contract in consideration of these limitations.

Unexploded ordnance may be encountered while conducting fieldwork. Cooperator shall not touch or attempt to pick-up any suspected ordnance. Cooperator shall place flagging in the general area of the ordnance and notify the Client representative of the exact location of the ordnance as soon as possible. Cooperator personnel will be required to attend an Explosive Ordnance safety brief unless they can demonstrate recent attendance at a similar briefing to the client's satisfaction.

All Cooperator personnel working on this task order must be US citizens or otherwise authorized to legally work in the United States. In addition, Cooperator personnel working on this task order shall be fluent in the English language as exemplified in their written and verbal skills.

In accordance with SECNAVINST 5720.44A, visual information including still photography to be used as records or documentation for the purposes of this project is authorized. Parties granted permission, contracts, etc. to conduct environmental work have permission to photograph the defined subject matter only. No photographs or record of any kind may be made of Department of Defense (DoD) personnel or assets without additional authorization. All visual information may be subject to security review by the consolidated public affairs office (PAO).

3. Privacy Act

Work on this project may require that Cooperator personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

4. Endangered Species Act

All work conducted in support of this Agreement will comply with all federal laws applicable to Miramar including but not limited to the Endangered Species Act and Migratory Bird Treaty Act.

5. Estimated Work Level Requirement

For the purposes of indicating SOW only, the government estimate for skill level performance in the base period of this SOW is included below. This estimate is the Government's interpretation of the requirement for the statement of work only and is not intended to be binding on either party or to be the only possible solution to the requirement. The Cooperator and/or his personnel must be able to conduct all duties that will meet the objectives in this Statement of Work. The anticipated skill level for this project is:

Skill Level	Qty
Project Manager/QA/Principal Biologist	1
Wildlife Biologist/Technician	1-2
GPS/GIS Specialist	1
Editorial Reviewer	1
Administrative Assistant	1

6. Project Objective and Justification

a. Objective

The objective of this Cooperative Agreement is to conduct a LBVI/SWFL population monitoring survey on Miramar as outlined for the statement of work, provide Miramar with a GPS location for the center point of the estimated breeding territory for each breeding pair/lone territorial male, delineate estimated

use area polygons for each pair/individual identified, deliver draft and final Miramar-approved GIS data with metadata, delineate and provide GIS layers for suitable LBVI/SWFL habitat, supply appropriate correlated maps and figures, submit status reports, and prepare project draft and final reports. Information technologies using Environmental Systems Research Institute, Inc. (ESRI) GIS products and state of the art GPS products are required to provide accurate geo-referencing, electronic mapping, and attribute information depicting field results. GIS data must conform to existing formats used by Miramar and must be easily integrated with Miramar's existing GIS data. In addition, the cooperators will be required to (1) locate and monitor success of LBVI nests for all breeding pairs; substitute inviable cowbird eggs for cowbird eggs found in any nests, (2) capture and band located pairs during the breeding season (3) band nestlings in monitored LBVI nests..

b. Justification

The ordering entity is the Environment Management Department, Natural Resources Division of MCAS Miramar (Client). This division is responsible for management and oversight of compliance with Endangered Species Act, Department of Defense (DoD) Directive 4715.1, DoD Instruction 4715.3 and contributes to compliance with the National Environmental Policy Act (NEPA), and other environmental laws and regulations. The Natural Resources Division is responsible for all environmental matters related to natural and cultural resources and the department GIS. The tasks to be provided by this SOW will support the federally listed endangered and threatened species conservation management responsibilities of Miramar. Sensitive species responsibilities include identification, documentation and monitoring of populations, mapping, and evaluation for conservation purposes.

7. Method of Surveillance

Client review of résumés, staffing plans, work plan, and accompaniment during fieldwork. Technically and professionally accurate bi-monthly reports, final report, and GIS data.

8. Cooperative Agreement Specific tasks include:

a. Meeting Minutes

The Cooperator shall provide copies of all meeting minutes, draft/final work plan, monthly status reports, all necessary field work to accurately provide survey data, a comprehensive draft/final report reflecting the quantitative and qualitative analysis/evaluation of findings and GIS layers for LBVI/SWFL pairs/lone territorial males, and suitable habitat with associated attribute/database fields.

Cooperator shall attend the following meetings and provide one (1) electronic copy of meeting minutes within ten (10) days after each meeting:

b. Pre-Performance Conference/Meeting

Within one month of contract award, the Cooperator shall attend a pre-performance conference. The purpose of this meeting is introduction of key personnel, transfer of appropriate information and/or maps, resolve any initial questions or concerns, exchange appropriate documentation for Miramar access, and define contract responsibilities.

c. Government Meetings

The Cooperator shall also be available throughout the contract for consultation with Client Representatives as needed to resolve any uncertainties (not to exceed four per year).

d. Work Plan

Prepare a detailed work plan (see Attachment 1 for format) for conducting reconnaissance surveys to identify suitable habitat and LBVI/SWFL surveys that identifies field protocol for data collection methods/forms, project management methodology, GPS protocol for mapping pairs/lone territorial

males and suitable habitat, any appropriate literature research, and an appropriate project implementation timeline within 4 months of contract award. A copy of all USFWS permits required to conduct work under this contract must be included in the detailed work plan. Included in the detailed work plan will be detailed a GIS database format developed, in coordination with the Client, for survey areas, for individual sightings, and for use areas. Examples of existing MCAS Miramar database fields for other surveys are provided in Attachment 3.

e. Target Species Avian Surveys and Services, General Vegetation Surveys and Services

Base Scope, biologists/technicians shall identify all suitable LBVI/SWFL habitat on MCAS Miramar and have LBVI/SWFL surveys completed in all such habitat by USFWS Section 10(a) (1)(A) permitted biologist/technicians according to the existing USFWS current protocol schedules (below), or by USFWS official survey protocols at the year of sampling if modified from the below guidelines.

Implement Miramar approved Work Plan by completing field surveys to identify all LBVI/SWFL suitable habitat, breeding pairs, lone territorial males on Miramar. Furnish bi-monthly short narrative work status reports (further defined in the progress report section) and document any significant problems or species information encountered while conducting field work. Deliver draft and final Miramar-approved GIS layers and metadata, supply appropriate correlated maps and figures and deliver draft and revised final reports.

1) SWFL Modified Survey Guidelines: Timing and Number of Visits

Survey schedule

1st survey period.

May 15 to May 31. Minimum one survey.

2nd survey period.

June 1 to June 21. Minimum one survey.

3rd survey period.

June 22 to July 17 (this period is extended one week longer than per Sogge et al. 1997).

2) LBVI Survey Guidelines: Timing and Number of Visits

A minimum of 8 surveys between April 10 and July 31, with surveys at least 10 days apart.

These surveys shall be conducted between the hours of 6:00am and 11:00am, and shall avoid wind speeds over 15 MPH, low temperatures (below 50° F) and high temperatures (above 85° F).

A maximum of 80 acres of suitable habitat shall be surveyed per permitted biologist per day.

f. Draft Final and Final Report

Provide four copies of draft final report with one electronic copy of the draft final report by September of 2017. Provide four bound copies of the final report that incorporates comments from the client within one month of Cooperator receipt of client comments. Provide a complete copy of the final report on a CD-ROM in MS-Word and Adobe Acrobat (*.PDF) format. Provide comprehensive final analysis report of findings (see Attachment 2 for format) which includes accurate mapping of all LBVI/SWFL pairs, lone territorial males, and suitable habitat identified on Miramar and provides a description and analysis of Miramar population trends, with results of nest monitoring and cowbird impact assessment. Include a table presenting results of past surveys dating back to at least 1999. All maps shall be submitted in both hard copy and digital format such as PDF and JPEG. Reports provided shall be accurate, clear, and concise and not refer to the work plan or status reports for a complete understanding of the work. The Cooperator shall discuss and reach agreement on any changes to the final report format with the Client Representative before development of the Draft Final Report. Prepare a draft Final Report for the client's review and revised Final Report that incorporates the client's comments.

g. GIS Data

Provide final GIS data with the four bound copies of the final report that incorporates comments from the client within one month of Cooperator receipt of client comments. Provide GIS data in ESRI GIS format that is accurately geo-referenced to sub-meter accuracy with associated attribute information using the database formats developed and in use by MCAS Miramar for LBVI/SWFL surveys (see Attachment 3 for formats of Surveyed habitat, territories, and individual sightings). At a minimum, LBVI/SWFL breeding pairs, lone territorial males, and suitable habitat surveyed files will be included in the deliverable. Provide draft GIS data for review with submission of draft report. Provide complete metadata as required by MCAS Miramar's GIS Data Delivery Requirements (see Attachment 4 for requirements). Assist the MCAS Miramar GIS Specialist to ensure successful integration into Miramar's existing GIS database. At any time during the project, the Cooperator shall, upon request from the Client Representative, provide information on the interim survey results in whatever format is available at the time.

h. Status/Progress Reports

Perform timely field work and submit three (3) narrative status reports (short, < 1 page narrative), and deliver draft GIS data with these reports. (see Attachment 5 for requirements).

Progress Reports shall be submitted for months in which and LBVI/SWFL presence/absence survey are being conducted (March-April, May-June, and July that document the work performed under this SOW. The narrative reports shall contain an accurate, up-to-date summary account of tasks completed during the period, results to date, tasks on-going during the period, tasks to be worked during the next period, and any outstanding issues. These reports shall be no longer than seven (7) pages and should contain a statement of progress against the cost schedule developed by the Cooperator under project management (see attachment 5 for format).

Provide one (1) additional progress/status report during completion of final reporting.

I. MEETINGS/COORDINATION

1. The Cooperator or his/her designee will ensure coordination of all activities with the CACR and CATR via email.
2. The Cooperator shall be available on an intermittent basis throughout the Agreement period for consultation with the CACR and CATR on matters involving data collection, analysis, reporting, or other matters related to this Cooperative Agreement.

J. SUBMITTALS and SCHEDULES

1. Base Contract Deliverables

Item Number	Deliverable	PWS Reference Paragraph(s)	IR	CATR	CAA	Due Date
1	Kickoff Meeting	H. Specific Requirements	N/A	N/A	N/A	≤ one (1) month of contract award
2	Kickoff Meeting Notes Draft	H. Specific Requirements	One (1) electronic Copy	One (1) electronic Copy	One (1) electronic Copy	≤10 working days after kickoff meeting
3	Kickoff Meeting Notes Final	H. Specific Requirements	One (1) electronic Copy	One (1) electronic Copy	One (1) electronic Copy	≤10 working days after receipt of comments on draft
4	Draft Work Plan w/ USFWS permits & GIS format	H. Specific Requirements	One (1) electronic Copy	One (1) electronic Copy	One (1) electronic Copy	≤4 months after contract award
5	Final Work Plan w/ USFWS permits & GIS format	H. Specific Requirements	One (1) electronic Copy	One (1) electronic Copy	One (1) electronic Copy	≤10 working days after receipt of comments on draft
6	Progress Reports	H. Specific Requirements	One (1) electronic Copy	One (1) electronic Copy	One (1) electronic Copy	Bi-monthly with field work
7	Draft Final Report and GIS Data	H. Specific Requirements	Four (4) paper and (1) electronic copy (CD-ROM in MS-Word & Adobe PDF)	One (1) electronic copy	One (1) electronic copy	By September 2017
8	Final Report GIS Data	H. Specific Requirements	Four (4) paper and (1) electronic copy (CD-ROM in MS-Word & Adobe PDF)	One (1) electronic copy	One (1) electronic copy	By September 2017

K. DATA AND PUBLICATION

1. This Cooperative Agreement is subject to, and Cooperator 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 Cooperator and the Government will notify the Cooperator 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 Cooperator's fundamental consideration in performing the research under this Agreement shall be Cooperator's right to publish the results of such research for academic and scientific purposes. The Cooperator 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 U.S., Department of Defense, Marine Corps."

3. Any publications resulting from this work shall be provided at no cost to the Department of the Navy, Marine Corps, in quantities jointly determined by the CACR and the Cooperator at the time of publication.

4. The Cooperator 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 Cooperator 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, CATR and CAA.

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 05 July 2011 or latest edition. A Site Safety and Health Plan (SSHP) is also required if the work is potentially hazardous. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- all field work on hazardous waste or munitions response sites
- 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
- remediation of hazardous material or waste, i.e. asbestos, paint with lead, and PCB
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

The minimum requirement for the SSHP is in Section 28 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 US Army Corps of Engineers Safety & Health Requirements

Manual, 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 Cooperative Agreement, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the GDA (SW EV Safety Office, PM, 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 potentially hazardous activities. 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 has been reviewed with each Recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

A Draft and Final APP, SSHP and AHA will be submitted concurrently with the Work Plan but shall be printed under a separate cover from the Work Plan. The final APP, SSHP and AHA shall be immediately accessible to the Site Safety and Health Officer (SSHO) and Project Manager at all times during the project, and a copy shall be available in every vehicle utilized for work under this Cooperative Agreement. The SSHO is required to have completed the 10-hour OSHA Safety Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (February 2012) change 2, 08/13. The recipient will provide a Monthly Exposure Report (MER) and attach to the monthly billing request. The CATR will submit a copy of the MER to the SW EV Safety Office.

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 Cooperator 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 Cooperator, its employees, agents or contractors under this Cooperative Agreement. The Cooperator 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 Cooperator 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 Cooperator or the Government or any other person concerning such amount or change in coverage.

3. The Cooperator at its sole cost and expense, may insure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of this Section O, including coverages specified in Attachment B hereof. Cooperator 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 Cooperator shall require its contractors or agents or any contractor performing work at the Cooperator’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 Cooperator 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 Cooperator 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 Cooperator for such loss or damage under this Section O, the Cooperator 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 Cooperator by the

Government. In the event the Cooperator shall have effected any repair, rebuilding, or replacement which the Cooperator is required to effect pursuant to this Section O, the Government shall direct payment to the Cooperator of so much of the proceeds of any insurance carried by the Cooperator 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 Cooperator to effect such repair, rebuilding or replacement. In event the Cooperator 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 Cooperator, the Cooperator 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. Invoices must include details such as hours worked by each individual. Invoices must also indicate current, task order to date, percentage expended, and remaining dollar amounts. In addition, ODC purchases must be detailed.
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 Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction.

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/excomp.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.frs.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.

END. See attachments below.

ATTACHMENTS

ATTACHMENT 1

DRAFT/FINAL WORK PLAN FORMAT

Title Page

Table of Contents

	Page
1.0 Introduction	X
2.0 Background	X
3.0 Methods	X
3.1 Permit Requirements	X
3.2 Field Surveys	X
3.3 Geographic Information Systems	X
4.0 Discussion	X
5.0 References	X
6.0 Schedule	X
7.0 Attachment (I) Resumes of Personnel	
8.0 Attachment (II) Copy of US Fish and Wildlife Service Permit	

List of Tables

1. Project Schedule	X
---------------------	---

Note: This is the basic format to be used for the Draft/Final Work Plan. Additional sections/tables/figures should be added to describe any important information is collected or observation during this study that would be compatible with this format.

ATTACHMENT 2

DRAFT/FINAL REPORT FORMAT

Title Page

Table of Contents

	Page
1.0 Introduction	X
2.0 Background	X
2.1 Natural History	
2.2 Previous Survey History	
3.0 Methods	X
3.1 Habitat Surveys	X
3.2 LBVI/SWFL Surveys	X
3.3 GIS Protocol	X
3.0 Results	X
3.1 Habitat Surveys	X
3.2 LBVI/SWFL Surveys	X
3.3 GIS Protocol	X
4.0 Discussion	X
5.0 References	X

List of Tables, Figures, Attachments

1. Cumulative past survey results	X
-----------------------------------	---

Note: This is the basic format to be used for the Draft/Final Report Format. Additional sections/ tables/ figures should be added to describe any important information collected or observation during this study that would be incompatible with this format.

ATTACHMENT 3

EXAMPLES OF PAST GIS DATABASE FORMATS

Survey areas

	USGS_QUAD	YEAR_MONTH	NAME	SURVEYOR	REPORT1	TOTACREAGE	PROTOCOL_METHOD
DATA TYPE	TEXT/STRING	TEXT/STRING	TEXT/STRING	TEXT/STRING	TEXT/STRING	NUMBER	TEXT/STRING
FIELD WIDTH	40	72	25	50	75	5.2	75
DESCRIPTION	NAME OF USGS 1:24000 SCALE QUAD(S) MAY BE ONE OR MORE	4-DIGIT YEAR 2-DIGIT MONTH (YYYYMM) FOR ALL SURVEYS	COMPANY NAME	FIELD SURVEY CREW-- LIST PRIMARY PERSONNEL FIRST	CITATION OF REPORT (ADD A REPORT2 FIELD OR MORE FOR ADDITIONAL REPORTS)	ACREAGE OF ENTIRE SURVEYED AREA	IDENTIFY PROTOCOL OR METHODS USED FOR SURVEY
ENTRIES ALLOWED (IF SPECIFIC)	POWAY, LA JOLLA, DEL MAR, LA MESA, SAN VICENTE RESERVOIR	INDEFINITE (MAY BE MORE THAN 1 DATE)	VARIES	VARIES	AUTHOR, DATE, TITLE	VARIES	VARIES
EXAMPLES OF POSSIBLE ENTRIES	LA MESA POWAY, LA JOLLA	200103 199806 199809 199810	XYZ CONSULTING ABC AND ASSOCIATES	P.F. CHANG J. SMITH, P.F. CHANG	J. SMITH AND P. CHANG, 1996, CULTURAL RESOURCES REPORT, PROJECT EIS	345.54 1247.46	USFWS FAIRY SHRIMP BOTANIST WALKING SURVEY
NOTE: USE ONLY UPPER-CASE TEXT FOR ALL ENTRIES							

Use Areas

	TEXT/STRING	TEXT/STRING	TEXT/STRING	TEXT/STRING	INTEGER	TEXT/STRING	TEXT/STRING	TEXT/STRING	INTEGER	TEXT/STRING	INTEGER	TEXT/STRING	TEXT/STRING	TEXT/STRING	TEXT/STRING	TEXT/STRING	TEXT/STRING
FIELD WIDTH	20	20	20	50	8	25	25	75	3	25	3	15	2	6	22	75	
DESCRIPTION	GENUS NAME	SPECIES NAME	SUB SPECIES OR VARIETY NAME	SPECIES COMPLETE COMMON NAME	DATE SURVEYED (YYYYMMDD)	SURVEYOR NAME (AS LAST FIRST)	COMPANY OR AFFILIATION OF SURVEYOR	CITATION OF REPORT (ADD REPORT2 FIELD OR MORE FOR ADDITIONAL REPORTS)	NUMBER OF INDIVIDUALS AT LOCATION	BEHAVIOR OR ACTIVITY OBSERVED	MIRAMAR VEGETATION CLASS CODE AS DEFINED BY J. O'LEARY	LOCATION ON SLOPE OR NA IF NOT APPLICABLE	DIRECTION OF SLOPE OR NA IF NOT APPLICABLE	USDA SOIL SERIES CODE	NAME OF USGS 1:24000 SCALE QUAD	COMMENTS ON NOTABLE CONDITIONS OR OBSERVATIONS	
ENTRIES ALLOWED (IF SPECIFIC)	VARIES	VARIES	VARIES	VARIES	VARIES	VARIES	VARIES	AUTHOR, DATE, TITLE	VARIES	VARIES	VARIES	VARIES	N, S, E, W, NW, SW, NE, SE, NA	VARIES	POWAY, LA JOLLA, LA MESA, DEL MAR, SAN VICENTE RESERVOIR	VARIES	
EXAMPLES OF POSSIBLE ENTRIES	CNEMIDOPHORUS	HYPERYTHRUS	BELDINGI	ORANGE-THROATED WHIPTAIL	20010322	SMITH JOHN	UCSD	J. SMITH AND P. CHANG, 1996, CULTURAL RESOURCES REPORT, PROJECT EIS	12	FORAGING	190	RIDGE TOP	SW	VBB	LA MESA	VERY DISTURBED SITE	
	LYCAENA	HERMES		HERMES COPPER BUTTERFLY	19980612	GARCIA MARY	SURVEYORS INC.		5	RUNNING NESTING	53 30	FLOODPLAIN NA	NE NA	REE CFD2	POWAY	AREA RECENTLY BURNED	
NOTE: USE ONLY UPPER-CASE TEXT FOR ALL ENTRIES																	

ATTACHMENT 4
STATEMENT OF WORK SPECIFICATIONS FOR GIS DATA DELIVERY TO
MCAS MIRAMAR

SPECIFICATIONS FOR DIGITAL DATA. Any maps, drawings, figures, sketches, geospatial data, spreadsheets, or text files prepared for this contract shall be provided in both hard copy and digital form. The hard copy deliverables are defined in another section of this SOW.

A. Text, Spreadsheet, and Database Files:

Final Reports and other text documents shall be provided in Microsoft Word (2003 or current Marine Corps approved version) format AND Adobe Portable Document Format (PDF). Spreadsheet files shall be provided in Microsoft Excel Word (2003 or current Marine Corps approved version) format. Databases shall be provided in Microsoft Access format, unless specified otherwise, as approved by the Government. Prior to database development, the Cooperator shall provide the Government with a Technical Approach Document for approval, which describes the Cooperator's technical approach to designing and developing the database. All text, spreadsheet, and database files shall be delivered on a Compact Disk read-only memory (CD-ROM).

B. Maps, Drawings, and Sketches (Digital Geospatial Data):

1. **Geospatial Data Software Format:** Geographic data must be provided in a form that does not require translation, preprocessing, or post processing before being loaded to the Installation's regionally hosted geodatabase. The Cooperator **MUST** validate any deviation from this specification in writing with the Environmental Management GIS staff via the Project Manager. Digital geographic maps and the related data sets shall be delivered in the following software format:
 - a. *GIS: ESRI ArcGIS shapefile format is preferred for small or partial databases. Personal geodatabase format is acceptable for large databases formats but will be accepted only if PREVIOUS approval in writing has been given by EMD GIS staff and Project Manager giving the required geodatabase version, current GEOFi attribute requirements and any additional EMD database requirements.*

(NOTE: ArcGIS, is geographic information system software produced by the Environmental Systems Research Institute (ESRI) of Redlands, California. This software is used by the Marine Corps GEOFidelis Program)

2. Geospatial Data Structure:

- a. **GIS Data Sets:** When developing/delivering geospatial data, the Cooperator shall develop the initial structure consistent with the most current version of the GEOFidelis Data Model. The GEOFidelis Data Model shall be followed for geospatial database table structure, nomenclature, and attributes. The Cooperator shall consult with the Government concerning modifications or additions to the GEOFidelis Data Model. The Government may approve modifications to the GEOFidelis Data Model if it is determined that the GEOFidelis Data Model does not adequately address subject datasets. Copies of the GEOFidelis Data Model may

be obtained by contacting the GEOFidelis Program via email at geofidelis@usmc.mil or via phone at Phone 1-703-695-6158.

- b. Feature Class Updates:* When delivering updates to existing feature classes, the Cooperator shall obtain a copy of the existing subject data to use as a template for all subsequent data collection processes. As Installations sometimes modify the GEOFidelis Data Model structure for many feature classes to accommodate operational needs, the GEOFidelis Data Model structure may not reflect the actual structure used in the live geodatabase. If further modifications to structure are required as a result of this Scope, the Cooperator will consult with the Government (IGI&S Manager) for direction and final approval.
3. **Geospatial Data Projection:** Geographic data (regardless of format) shall be provided in U.S. Survey Feet and projected into the California State Plane, Zone VI, FIPS 0406 projection system. The maps and data shall use the GRS 1980 spheroid and the North American Datum 1983/World Geodetic System 1984 (NAD83/WGS84). This projection requirement applies to all GIS data layer deliverables. Each data set shall have a projection file. Map or drawing scales will be determined by the Project Manager, if applicable. Mapping accuracy for the agreed scales will conform to the American Society for Photogrammetry and Remote Sensing (ASPRS) "Accuracy Standards for Large-Scale Maps", "Interim Accuracy Standards for Large-Scale Maps", and "Geospatial Positioning Accuracy Standards". Copies of these standards can be obtained on the Internet at <http://www.asprs.org>, and/or at <http://www.fgdc.gov>, or by contacting:

American Society for Photogrammetry and Remote Sensing
5410 Grosvenor Lane, Suite 210
Bethesda, MD 20814-2160

4. **Geospatial Data Collection:**
 - a. *Mapping grade Global Positioning System (GPS) data collection (sub-foot, sub-meter, and sub-5 meter) shall be performed when specified in the statement of work and shall be completed in accordance with state and local guidelines. Default horizontal accuracy for mapping grade GPS data collection efforts shall meet a sub-meter threshold unless otherwise specified to be survey grade, sub-foot or sub-5 meter in the statement of work. Only base Miramars included in the CORRS network or mobile RTK/Total Miramar systems shall be used for mapping grade GPS data collection. Spatial accuracy requirements are as follows:*

- Sub foot: 95 % of all points are within ± 12 inches

-OR-

- Sub meter: 95% of points are within ± 1 Meter

-OR-

- Sub 5 meter: 95% of points are within ± 5 Meter

-AND / OR-

- b. Survey grade Global Positioning System (GPS) data collection shall be performed when specified in the statement of work. As survey processes are highly regulated by federal, state, and/or local technical and licensing requirements, they are in*

general beyond the scope of this document. However, survey grade GPS data collection shall at a minimum use the Geoid2003 CONUS epoch (or a more current epoch if available at the time of this project) and spatial accuracy requirements for survey grade are 95 % of GPS points are within ± 1 centimeter. Every effort shall be made to capture feature locations without using offsets unless obstructions are present. Any offsets used shall be annotated in the “user flag” field.

(NOTE: Raw GPS data collection information is not to be included in the table structure of the delivery, unless it is specifically part of the GEOFidelis Data Model, established Installation feature format, or specifically requested by the Government.)

5. **Map Products and Support Files:** Finished map products, regardless of final print size, shall be presented separately in both hard copy and digital formats. The hard copy deliverables are defined in another section of this SOW. Final map products shall be delivered in the following digital formats:
 - a. **PDF Format:** Resolution of 300 dpi with no image compression. All fonts must be embedded. The Cooperator shall only use fonts that are licensed and available for use by the Government.
 - b. **JPG (Joint Photographic Experts Group) Format:** (If requested) Resolution of 96 dpi with 24-bit true color.
6. **Media for Geospatial Data Deliverables:** Geographic data shall be delivered on a separate CD-ROM This media shall contain only the value-added data sets as designated in the Task sections of the statement of work. Do not include the Cooperator’s working files or original installation data sets that may have been used by the Cooperator to develop the deliverables. “READ ME” files may be included on the geographic data media if such files provide explanation of the delivered data sets. However, these “READ ME” files should not be delivered in lieu of standard metadata.
7. **Geographic Data Documentation (Metadata):** For each digital file delivered containing geographic information (regardless of format), the Cooperator shall provide documentation consistent with the Federal Geographic Data Committee (FGDC) Content Standards for Digital Geospatial Metadata (CSDGM). Both ‘Mandatory’ and ‘Mandatory as Applicable’ fields shall be completed for each geographic data set. The documentation shall include, but not be limited to, the following:
 - The name, description, abstract, and purpose of the data set/data layer.
 - The source of the data and any related data quality information such as accuracy and time period of content.
 - Descriptions of the receiver and other equipment used during collection and processing, base Miramars used for differential corrections, software used for performing differential corrections, estimated horizontal and vertical accuracies obtained, and conversion routines used to translate the data into final geographic data delivery format.
 - Type of data layer (point, line, polygon, etc.).
 - Field names of all attribute data and a description of each field name.
 - Definition of all codes used in the data fields.
 - Ranges of numeric fields and the meaning of these numeric ranges.
 - The creation date of the map layer and the name of the person who created it.
 - A point of contact shall be provided to answer technical questions.

Metadata generation tools included in the ArcGIS suite of software (or equivalent technology) shall be used in the production of the required metadata in XML format. Regardless of the tools used for metadata creation, the Cooperator must insure that the metadata is delivered in XML format and can be easily imported to the Installation's enterprise geodatabase. Copies of the FGDC metadata standard can be obtained on the Internet at <http://www.fgdc.gov> or by contacting:

FGDC Secretariat
c/o U.S. Geological Survey
590 National Center
Reston, Virginia 22092
(703) 648-5514

(NOTE: The database metadata should be formatted from the Cooperator perspective, not the Installation perspective. The metadata will be modified by the EMD GIS staff as needed when data is incorporated into the official installation database.

8. **Geographic Data Review:** The digital geographic maps, related data, and text documents shall be included for review in the draft and final contract submittals. The data will be analyzed for discrepancies in subject content, correct format in accordance with these specifications, and compatibility with the existing GIS system. The Cooperator shall incorporate review comments to data and text prior to approval of the final submittal

C. Ownership:

All digital files, final hard copy products, source data acquired for this project, and related materials, including that furnished by the Government, shall become the property of the Installation and will not be issued, distributed, or published by the Cooperator.

D. Geospatial Contact Information:

For project inquiries, please contact the Project Manager. For specific geospatial questions, upon the approval of the Project Manager, you may contact:

Barbara Bell
CO MCAS MIRAMAR
ATTN ENVIRON MGMT GEOGRAPHER
PO BOX 452001 BLDG 6022
SAN DIEGO CA 92145-2001

858-577-6732
BARBARA.E.BELL@USMC.MIL

ATTACHMENT 5

STATUS REPORT FORMAT

Title Page

Table of Contents

	Page
1.0 Introduction	X
2.0 Methods	X
2.1 Habitat Surveys	X
2.2 LBVI/SWFL Surveys	X
3.0 Results	X
3.1 Habitat Surveys	X
3.2 LBVI/SWFL Surveys	
4.0 Discussion	X
5.0 Preliminary Findings	X
6.0 References	X

List of Tables

1. Dates and Locations of LBVI/SWFL Surveys	X
2. Preliminary Summary of Findings	X

List of Figures

1. LBVI/SWFL Survey Area and Pair/Lone Territorial Male Locations Identified on MCAS Miramar	X
--	---

Note: This is the basic format to be used for the monthly status reports. Additional sections/tables/figures should be added to describe any important information collected or observation during this study that would be incompatible with this format.

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 Marine Corps Air Station (MCAS) Miramar under this Cooperative Agreement, No. N62473-16-2-0013."

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 Marine Corps Air Station (MCAS) Miramar under this Cooperative Agreement, No. N62473-16-2-0013
- 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 WAWF INSTRUCTIONS

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of 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 Central Contractor Registration at <https://www.acquisition.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/>.

(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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: **N62473-16-2-0013**

(1) Document type. The Contractor shall use the following document type(s).

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N62473
Admin DoDAAC	N62473
Inspect By DoDAAC	N62473/RAQE0
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N62473/RAQE0
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62473/RAQE0
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

NAVFAC_SW_RAQE0_inspector@navy.mil

thomas.sabol@navy.mil

(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.

NOT APPLICABLE

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.204-0006 Line Item Specific: Proration. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.