

SCOPE OF WORK

CUVIER'S BEAKED WHALE AND FIN WHALE SURVEY AT SOUTHERN CALIFORNIA OFFSHORE ANTI-SUBMARINE WARFARE RANGE (SOAR)

JULY 2019

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A. INTRODUCTION

The Southern California Anti-Submarine Warfare Range is an offshore waterspace that the U.S. Navy utilizes as a training area and testing grounds for Anti-Submarine Warfare, as well as other activities described in the Hawaii-Southern California Training and Testing Environmental Impact Statement (DoN 2018) including Anti-Surface Warfare Testing and Training, and Mine-Warfare Training, and Anti-Air Warfare training.

The ocean floor of the range Southern California Anti-Submarine Warfare Range is instrumented with hydrophones of the U.S. Pacific Fleet, and cabled to the mainland for the purpose of performing acoustic analyses to support U.S. Navy training and testing activities. The range lies within the U.S. Navy's Southern California Range Complex.

To support environmental compliance for these activities in the above Environmental Impact Statement under the Marine Mammal Protection Act, U.S. Pacific Fleet has also been supporting the Naval Undersea Warfare Center to study marine mammals utilizing this hydrophone-instrumented range via the Marine Mammal Monitoring on Ranges (M3R) program, which utilizes these ocean-bottom hydrophones to perform acoustic monitoring of marine mammal species.

These waters as well as nearby waters off the west coast are known habitat for various marine mammals including the Cuvier's beaked whale (*Ziphius cavirostris*) as well as the fin whale (*Balaenoptera physalus*), which is listed under the Endangered Species Act. Discussing impacts on these species represent a significant portion of the effort required for regulatory consultation for environmental compliance for the above Environmental Impact Statement (DoN 2018). The abundance, density, population dynamics, movement patterns, and other behaviors of these species are important in these consultations but poorly known in this study area, and the acoustic monitoring effort by Naval Undersea Warfare Center is focused on expanding this knowledge.

There exist additional indicators of population health that cannot be collected through acoustic means alone, particularly for species like Cuvier's beaked whales and fin whales. The acoustic analyses using the hydrophones, as performed by Naval Undersea Warfare Center Marine Mammal Monitoring on Ranges program, require visually-validated information collected from the field. The use of combined visual and acoustic methods, using small vessels to collect photo-identification data, tissue samples, and deploy extended-duration, satellite-based tracking tags provide an efficient means of collecting data on population size and structure, and individual health, movement, and diving behavior, essential to monitoring the effects military activities might have across the broad range of levels at which they might be detected.

B. PURPOSE

In cooperation with the acoustic monitoring effort through the Marine Mammal Monitoring on Ranges (M3R) program at the Southern California Anti-Submarine Warfare Range (SOAR) by Naval Undersea Warfare Center (NUWC), the overall scientific monitoring questions addressed by this project are:

- What is the seasonal occurrence and abundance/density of beaked whales and ESA-listed baleen whales within the Navy's Southern California Range Complex?
- Does exposure to sonar or explosives impact the long-term fitness and survival of individuals or the population, species, or stock (with focus on blue whale, fin whale, humpback whale, Cuvier's beaked whale, and other regional beaked whale species)?
- What are the baseline population demographics, vital rates, and movement patterns for a Cuvier's beaked whales and fin whales?

C. LOCATION

Surveys shall primarily be focused around San Clemente Island, but may include other areas of the Southern California Range Complex and waters along the US West Coast depending on both range access/logistical support and weather, and guided by discussion of needs with the Naval Undersea Warfare Center Marine Mammal Monitoring on Ranges (NUWC M3R) program manager, as coordinated and approved by the Cooperative Agreement Technical Representative (CATR).

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Mr. Reagan Pablo, Contract Specialist, Naval Facilities Engineering Command, Southwest (NAVFAC SW), 1220 Pacific Highway, San Diego, CA 92132-5190, telephone (619) 532-2090, and email reagan.s.pablo@navy.mil.

2. The Cooperative Agreement Technical Representative (CATR) is Dr. Robert Uyeyama (Code EV24RU), Marine Species Monitoring Coordinator for Naval Facilities Engineering Command Pacific Environmental business line (NAVFAC PAC EV); 258 Makalapa Dr Ste 100; Joint Base Pearl Harbor-Hickam, HI 96822; Phone (808) 472-1421; email robert.uyeyama@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 Pacific Fleet (COMPACFLT) 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 U.S. Commander, Pacific Fleet (COMPACFLT) Representatives is:

Mr. Chip Johnson, Natural and Marine Resource Program Manager (Code N465CJ)
U.S. Pacific Fleet, Environmental Readiness Division, Naval Base Coronado, NASNI
PO Box 357033 San Diego, CA 92135
Phone (619) 767-1567; email: chip.johnson@navy.mil

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

4. Any change in scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the Government. No Government employee has authority to change this Cooperative Agreement by oral or written directives, instructions, commitments and/or acceptances or any other manner.

5. The Recipient 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 Recipient.

6. For the purposes of this Agreement, the term Recipient shall mean (**CESU recipient TBD**).

E. PERIOD OF PERFORMANCE

Periods	Period of Performance	Anticipated Award Date
Base Period	15 Sep 2019 – 14 March 2021	Summer/Fall 2019
Option Period 1	15 Sep 2020 – 14 March 2022	Summer/Fall 2020
Option Period 2	15 Sep 2021 – 14 March 2023	Summer/Fall 2021

The proposed period of performance consists of a 18-month base period and two (2), 18-month option periods. If an option period is awarded, the period of performance will be extended by 18 months from the date of award. These options may be unilaterally awarded within the 18-month period of performance of the base scope of work, or within the proceeding option period of the Cooperative Agreement and may run concurrently. The total duration of this agreement, including any option periods, shall not exceed 60 months. The end date is the anticipated date that the Final Report is accepted by the Government. In the event that an option period(s) is exercised, a cumulative report will be requested.

A fifteen (15) day period, starting on date of award, will be used for the recipient 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. Recipient 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) have access to the following materials that provide additional background information, but are not required to review:

- a. U.S. Navy Annual Marine Species Monitoring Reports for the Pacific available at:
 - a. <http://www.navymarinespeciesmonitoring.us/reading-room/pacific/>
- b. Hawaii Southern California Training and Testing (HSTT) Environmental Compliance Documents available at:
 - a. <http://www.nmfs.noaa.gov/pr/permits/incidental/military.htm#hstt>
 - b. <https://hstteis.com/>

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 Recipient equipment is subject to inspection and approval by the Pacific Fleet Representative and CATR.
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 within this Scope of Work 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/or entrance clearances and camera passes for himself/herself and his/her personnel onto the Range Complex. 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 Range Complex, 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, permitting for survey activities (visual survey, tagging, biopsy), and for meeting professional industry standards for visual survey, tagging, and biopsy of marine mammals.
5. All work conducted under this Agreement shall be in accordance with:
 - a. The permit requirements to conduct visual survey, biopsy, and tagging on the marine mammal species for this project
 - b. NMFS Endangered Species Act Section 7 Biological Opinion on U.S. Navy Hawaii-Southern California Training and Testing activities (NMFS 2018b)
 - c. NMFS MMPA Letters of Authorization (NMFS 2018c, 2018d) and Final Rule (NMFS 2018a).

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

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

- i. Experience and knowledge of the satellite tagging and biopsy of marine mammals, to include at least one species of beaked whale, with at least 10 years of previous work or research experience in these activities, as demonstrated by authorship on resulting peer-reviewed publications.
- ii. Experience performing marine mammal field research on a U.S. Navy range that require managing waterspace access and real-time communications with U.S. Navy range personnel to facilitate surveys, as demonstrated by reports or peer-reviewed publications. It is preferable to possess general knowledge of U.S. Navy-funded marine mammal research and development and compliance programs relevant to marine mammals in the study area, in order to optimize identification of cooperative leveraging opportunities, as demonstrated by reports or peer-reviewed publications.
- iii. Access to the use of applicable permits to perform marine mammal visual survey, tagging, and biopsy activities as described in this scope of work.

B. Research Associate: The recipient shall have, or have immediate access to Research Associate personnel that have, at the minimum:

- i. Experience with small-vessel based field operations for satellite tagging and biopsy of marine mammals, as demonstrated by at least 10 years of field research experience in these activities, to include pre-activity preparations for tagging and biopsy such as dart preparation and tag programming, as well post-activity tasks such as tissue storage, and telemetry-related tasks.
- ii. Experience with boat-driving specifically for the tagging of marine mammals. Experience with this activity for tagging of beaked whales is preferable.

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. The Recipient shall work closely with the CATR and Pacific Fleet Representatives in planning and carrying out all field activities.

8. All work conducted in support of this Agreement shall comply with all applicable state laws.

9. All work conducted in support of this Agreement shall comply with all applicable federal laws, including but not limited to, the Marine Mammal Protection Act, Endangered Species Act, the Clean Water Act and the Migratory Bird Treaty Act.

10. At no additional cost to the government, the Recipient shall be in possession of all necessary from NMFS necessary to conduct the activities stipulated in this Agreement. The Recipient shall follow all the procedures and conditions of the permit. All permit numbers shall be submitted as part of the proposal.

11. If there is an incident which the Recipient believes may involve “take” of an endangered species or marine mammal not listed on the applicable permits, the Recipient shall follow the procedures in the permit(s) and notify the Pacific Fleet Representative and CATR immediately.

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

13. The use of the Range Complex by the Recipient and at-sea operations are on a “not to interfere” basis.

14. All parties involved in this Agreement agree to comply with all U.S. and foreign 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.

15. 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.

16. 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 Representatives upon request.

17. 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 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 under past Agreements, 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.

18. The Recipient shall inform the CATR and Pacific Fleet Representatives 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.

19. The Recipient shall inform the CATR and Pacific Fleet Representatives via e-mail of any unusual 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.

20. Throughout the term of this Agreement the CATR and the Pacific Fleet Representatives 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.

21. 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 J 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 Pacific Fleet Representatives). 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 Pacific Fleet Representatives) 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 are in addition to the requirements set forth above under Section B. PURPOSE. All work shall be consistent with the requirements of the Hawaii-Southern California Training and Testing (HSTT) Letters of Authorization (LOAs) and Biological Opinions (BOs) and all pertinent federal, state and local laws and regulations. All work shall be coordinated with the CATR and Pacific Fleet Representatives.

Prior to all tag deployments contractor shall file pre-deployment metadata forms online at the Animal Telemetry Network (ATN) Data Assembly Center (DAC) (<http://oceanview.pfeg.noaa.gov/ATN>) data portal. Proof of submission of the metadata will be submitted to Navy via receipt automatically generated by the ATN DAC, which should indicate when the data are submitted and their status (whether they are in good standing) in the ATN systems. The ATN DAC data will be archived at the National Center for Environmental Information (NCEI). Any future use of this project data in the public domain will be done so in accordance with the ATN data sharing policy.

BASE TASKS:

1. Small-vessel field survey:

Before 14 September 2020, at least 30 days of small vessel surveys, focusing primarily on photo-ID, biopsy, and satellite-tagging of Cuvier's beaked whales and fin whales, shall be conducted in the study area described in Section C. Location. Other marine mammal species if encountered could also be surveyed, in coordination with Naval Undersea Warfare Center (in coordination with and approved by the CATR) regarding prioritization of expended effort depending on which species is encountered. At minimum, basic information of other encountered marine mammal species shall be recorded to provide visual verification of acoustic detections by the range, as well as visual verification of false negatives of such acoustic efforts.

The proposal shall include acquisition and deployment of at least 6 satellite tags shall to better understand the habitat use and distribution of tagged individuals. The tags may be a mix of types, although for the majority high-fidelity tags utilizing GPS technology for location are preferred, in contrast to ones producing ARGOS-based locations. Also the majority of tags shall provide dive profiles. Tags in the proposal not meeting these specifications (i.e., GPS-based locations and dive data) shall be accompanied with a justification for their use.

Field work shall include standard visual survey data collection include collection of photographs for individual identification (photo-ID) as appropriate for each species and the collection of sighting and demographic data (e.g., species, group size, number of calves, behavior, dispersion). Vessel tracks and environmental conditions shall also be collected. Field work shall include the collection of biopsy samples of marine mammal encounters, as well as basic analysis (sex, DNA extraction) for 50 samples, and storage. These samples will be available for future detailed demographics and population structure analysis.

2. Installation of satellite tag receiver station:

The recipient shall acquire and install an operational and autonomous Argos satellite-tag receiver station at Guadalupe Island. The intent of this installation is two-fold. It will complement other Argos receiver stations presently installed at San Clemente Island and San Nicolas Island, providing improved data throughput for long-ranging species such as the fin whale. This receiver station shall be one that agnostically receives all Argos signals, so that it can provide additional data for other Navy compliance projects (e.g., tagging of other species), as well as for related Navy research and development projects, such as for Cuvier's beaked whales resident to waters there. Due to the remote location, the receiver station need not include the capability for wireless data transmission of collected data, and shall be capable of storing these data locally. Other than data recovery, the station shall be capable of autonomous and unmonitored operation, including power supply needs (e.g., solar). The station shall be of a design to be durable and operative for more than five years of exposure to the elements and weather events. The station shall be outfitted with sufficient antennae of various types as required to provide maximum coverage of the surrounding waterspace view-shed from the installation location. The proposal shall describe how the design, components and/or features as configured, and specific installation location are optimal for monitoring satellite tags.

3. Preliminary Summary:

A preliminary summary shall be prepared for all efforts completed from 1 Sep 2019 through 1 December 2019 (for Navy's annual report to NMFS). Summary information shall include: Survey dates, tracks of all animals tagged; number of tag transmitting days to date for each tag ID; distance animals travelled to date; species, and identified demographic information (e.g., sex, age class) for each tagged and/or biopsied animal, and overall project status including completed and remaining tasks and an estimate of remaining field effort. This preliminary summary shall include a title page, suggested citation, and executive summary or abstract.

4. Analysis and Technical Report:

A detailed technical report shall be produced, describing analyses of data collected during the field survey of Base Task 1, including by tag, biopsy, and visual methods. Analysis shall include:

- Matching of photographs of encountered Cuvier's beaked whales and fin whales to existing regional photo-identification catalogs.
- Demographic and re-sight rate analysis of encountered Cuvier's beaked whales and fin whales, as allowable by existing data.
- Time budget spent within specified Navy range boundaries, Biologically Important Areas, and Marine Protected Areas for all tagged animals. (CATR will provide shape files defining these boundaries)
- Distribution metrics and figures for Cuvier's beaked whales and fin whales, to include patterns in non-residency or non-residency for individuals of these species
- Basic genetic analysis of biopsy samples, for species and sex, accompanied by archival storage of tissue samples per industry standards
- Opportunistic behavioral disturbance analyses of tagged Cuvier's beaked whales and fin whales from exposure to medium frequency active sonar and underwater explosions, as analyzed with range products and acoustic detections of animals, in collaboration with Naval Undersea Warfare Center. For example these behavioral metrics may include movement patterns as well as dive metrics such as depth, duration, and inter-dive intervals.

The report shall also include figures of tag telemetry tracks and a table summarizing standard tag metrics for all deployed tags (e.g., deployment date/time, length of transmission, tag identification number, etc.)

The draft and final technical report shall be in scientific format and include at least the following: 1) Title page showing title, date, Cooperative Agreement number, Pacific Fleet Representative and CATR contact information, and suggested citation. 2) Table of contents; 3) Abstract or Executive Summary; 4) Introduction; 5) Methods; 6) Results; 7) Discussion. The final technical report shall incorporate commenting by the CATR, and be accompanied with a comment response matrix.

Data deliverables shall include: 1) Legible copies of the field notes, data forms and other information; 2) vessel survey tracks with environmental conditions, uploaded to Environmental Information Management System (EIMS) per requirements in Attachment B; 3) Animal tag data uploaded to Animal Telemetry Network (ATN) per requirements in Section J; 4) Field photography, delivered to CATR on external hard drive; 5) Animal encounter data and metrics for all encountered marine mammals, delivered to Naval Undersea Warfare Center and the CATR. These data and metrics include species verification, group size, number of calves, behavior, and spatial distribution of the group.

5. Presentation at program review meeting:

One representative from the science team performing tasks 1, 3, and 4 shall provide an oral talk with slide presentation on the tasks and results of this cooperative agreement at the Navy Marine Species Monitoring Program Review meeting. This meeting will occur at a date and location to be announced. This date is likely to be in the spring of the field survey period of the BASE PERIOD, i.e., between March and June 2020. The representative shall attend all days of this three-day meeting. Location will be at a major city near an airport on the U.S. West Coast.

OPTIONAL TASKS:

BASE PERIOD:

Option Task 1. Add additional field vessel

For 15 of the 30 survey days in BASE Task 1, a second small survey vessel will perform the same tasks as the first small vessel. The deliverables of BASE Task 3 and BASE Task 4 shall incorporate the additional data collected in this option task. The period of performance will remain unchanged in the event that this option task is awarded.

OPTION PERIOD 1: Upon award of OPTION PERIOD 1 Option tasks 1 and/or 2, the Period of Performance shall be extended 18 months.

1. Field survey 2020-2021, preliminary summary, and analysis and technical report, and presentation

Tasks described in BASE tasks 1, 3, 4, and 5 shall be performed. Field surveys shall be performed between 15 September 2020 and 14 September 2021. The preliminary report shall summarize data collected during this field survey period. The analysis and technical report shall incorporate analysis of data collected during this entire cooperative agreement, including the Base Period and Option Period 1.

2. Add additional field vessel:

For 15 of the 30 survey days in OPTION PERIOD 1 option task 1, a second small survey vessel will perform the same tasks as the first small vessel. The deliverables of OPTION PERIOD 1 option task 1 shall incorporate the additional data collected in this option task. This option task may only be awarded if OPTION PERIOD 1 option task 1 is also awarded. The period of performance will remain unchanged in the event that this option task is awarded.

OPTION PERIOD 2: Upon award of OPTION PERIOD 2 tasks 1 and/or 2 the Period of Performance shall be extended 18 months.

1. Field survey 2021-2022, preliminary summary, and analysis and technical report, and presentation

Tasks described in BASE tasks 1, 3, 4, and 5 shall be performed. Field surveys shall be performed between 15 September 2021 and 14 September 2022. The preliminary report shall summarize data collected during this field survey period. The analysis and technical report shall incorporate analysis of data collected during this entire cooperative agreement, including the Base Period, Option Period 1, and Option Period 2.

2. Add additional field vessel:

For 15 of the 30 survey days in OPTION PERIOD 2 option task 1, a second small survey vessel will perform the same tasks as the first small vessel. The deliverables of OPTION PERIOD 2 option task 1 shall incorporate the additional data collected in this option task. This option may only be awarded if OPTION PERIOD 2 option task 1 is also awarded. The period of performance will remain unchanged in the event that this option task is awarded.

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

- NAVFAC PAC CATR is involved in the development of study methodology, data gathering, analysis, and/or report writing.
- NAVFAC PAC CATR actively participates and collaborates in carrying out the project plan of work and review.
- NAVFAC PAC CATR incurs in-kind or direct expenditures in carrying out the activities specified in the statement of work.

I. MEETINGS/COORDINATION

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

2. The Recipient shall be available on an intermittent basis throughout the Agreement period for consultation with the CATR and Pacific Fleet Representatives on matters involving Guadalupe fur seal movements in the Pacific Ocean, or other

matters related to this Cooperative Agreement.

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.

Recipient shall adhere to following schedule, unless otherwise approved by CAA and CATR. Specific dates will be established and or finalized during the kick-off meeting.

Event/Deliverable	Due Date	Format
Meetings and Coordination		
i) Kick-off meeting	September 2019	-
ii) Program review meeting presentation	TBA, no later than June 30, 2020	
BASE Work –		
i) Begin preparation for mobilization	September 2019	-
ii) Small vessel field survey window for the 30 days	Before September 14, 2020	-
iii) Draft Preliminary Summary	December 31, 2019	Electronic (email) (MS Word)
iv) Final Preliminary Summary	February 29, 2020	Electronic (email) (MS Word)
v) Draft Technical Report	December 31, 2020	Electronic (email) (MS Word)
vi) Final Technical Report	No later than 21 days after receipt of Navy comments	Electronic (email) (MS Word)
vii) Data Deliverables	February 28, 2021	Electronic (visual survey to EIMS; tag data to ATN; animal encounter data by email [MS Excel]). External hard drive (photographs)
OPTION PERIOD 1		
i) Begin preparation for mobilization	September 15, 2020	
ii) Kickoff call	September 15, 2020	-
iii) Small vessel field survey window for the 30 days	Before September 14, 2021	-
iv) Draft Preliminary Summary (all tags deployed to date)	December 31, 2020	Electronic (email) (MS Word)
v) Final Preliminary Summary	February 28, 2021	Electronic (email) (MS Word)
vi) Draft Technical Report to Navy	December 31, 2021	Electronic (email) (MS Word)
vii) Final Technical Report to Navy	No later than 21 days after receipt of Navy comments	Electronic (email) (MS Word)
viii) Program review meeting presentation	TBA, no later than June 30, 2021	
ix) Data Deliverables	February 28, 2022	Electronic (visual survey to EIMS; tag data to ATN; animal encounter data by email [MS Excel]). External hard drive (photographs)
OPTION PERIOD 2		
i) Begin preparation for mobilization	September 15, 2021	
ii) Kickoff call	September 15, 2021	-
iii) Small vessel field survey window for the 30 days	Before September 14, 2022	-
iv) Draft Preliminary Summary (all tags deployed to date)	December 31, 2021	Electronic (email) (MS Word)

v)	Final Preliminary Summary	February 28, 2022	Electronic (email) (MS Word)
vi)	Draft Technical Report to Navy	December 31, 2022	Electronic (email) (MS Word)
vii)	Final Technical Report to Navy	No later than 21 days after receipt of Navy comments	Electronic (email) (MS Word)
viii)	Program review meeting presentation	TBA, no later than June 30, 2022	
ix)	Data deliverables	February 28, 2023	Electronic (visual survey to EIMS; tag data to ATN; animal encounter data by email [MS Excel]). External hard drive (photographs)

2. Submittals

- a. Permits. A copy of all permits required for the work described in this Agreement shall be provided at the kick-off meeting (if not already submitted).
- b. Draft and Final Preliminary Summary Report. The Recipient shall provide a preliminary summary report that includes field efforts from tagging through the 1 December 2019. The Preliminary Summary is not a full report, but a summary/progress report that can be referenced by the Navy in the Navy's Pacific Annual Monitoring Report to the National Marine Fisheries Service due the following April. Report contents are described in detail in BASE task 3 of Section H.
- c. Draft and Final Technical Report. The draft and final technical report shall include a final summary of all work in the task period. Data Deliverables are an essential part off the deliverables. Contents of the Technical Report and Data Deliverables are described in detail in BASE task 4 of Section H.

3. Deliverable Specifics

- a. Due to reporting timelines mandated by Navy permits, the draft and final Preliminary Summary follows a 2 week Government review and 2 week Recipient finalization (comment incorporation) schedule. This is shorter than the schedule allowed between the draft and final reports. The Government will have 30 calendar days from receipt of the draft report(s) to review and return comments to the Recipient. All final reports shall be submitted by the Recipient within 30 days of receipt of Government comment. 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 of the final report, constructive acceptance will be deemed to have occurred and the deliverable considered final. If Option Period 1 task 1 is awarded, the preliminary report contents of Option Period 1 may be combined with the final report for the BASE period. If Option Period 2 task 2 is awarded, the preliminary report contents of Option Period 2 may be combined with the final report for Option Period 1. Only the CAA has the authority to make changes to the 30 calendar day review period.
- 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 an external hard drive containing the photographs, report, and a duplicate copy of data deliverables.
- c. Data format and standards for visual survey and environmental data should follow guidelines established in Attachment B. The recipient will coordinate with the CATR to upload these data to the Environmental Information Management System (EIMS).
- d. Any resulting publically available information (peer-reviewed publication, conference/workshop presentation, etc.) shall be provided to the Navy as a .pdf of the final document at no additional cost.
- e. The Department of Defense (DoD) have been directed to provide an approach to support increased public access to peer reviewed scholarly publications and digitally formatted scientific data arising from unclassified publicly releasable research and programs funded wholly or in part by the DoD, as directed by Office of Science and Technology Policy (OSTP) Memorandum: "Increasing Access to the Results of Federally Funded Scientific Research" PARR), dated 22 February 2013 and the 'DoD Plan to Establish Public Access to the Results of Federally Funded Research' dated February 2015. By providing greater public access to DoD funded research, the Department seeks to encourage and accelerate scientific breakthroughs and innovation of potential interest to DoD in carrying out its mission. A robust industrial base and commercialization of DoD technologies will also benefit entrepreneurship, and enhance economic growth and job creation.

1. Scientific quality animal tracking data are of high value to the federal ocean science community, and Navy requires appropriate data from its research efforts to be curated and made publicly accessible using the Animal Telemetry Network (ATN) that is part of the Integrated Ocean Observing System of the United States (US-IOOS). The ATN is the authoritative data service for animal telemetry data of the Integrated Ocean Observing System of the United States subsystem for Data Management and Communications (US-IOOS-DMAC), which is implemented in partnership with the Global Ocean Observing System's Ocean Tracking Network International Data Management Committee (GOOS-OTN-IDMC). This is to meet Navy's obligations to provide public access to scientific research results, enhance the integrity of Navy's scientific findings, maximize the benefits of its research contributions to the broader scientific community, and support a shared data infrastructure for Biological Ocean observing that is part of Navy's cumulative effects assessment and long-term monitoring goals. The ATN provides quality assurance that the best available scientific dataset has been adequately captured from this study and documented for scientific reuse. The ATN also satisfies Navy's requirements for archiving data, as the National Centers for Environmental Information is the permanent repository for ATN data. Navy has a service agreement with the ATN Data Assembly Center (DAC) so that the Principal Investigators (PIs) of Navy-funded studies may draw upon the ATN data services without incurring any fees, as long as the PIs prepare the data in accordance with predefined ATN standards. If standards are not available extramural researchers will have the option to format their data according to the developing IOOS ATN DAC standards and conventions. PIs can opt for additional services provided by any of the other publically accessible websites that accept tagging data (MoveBank, OTN, TurtleWatch, etc.) and may incur incremental cost, but PIs are prohibited from invoicing any additional expenses for comparable services for animal telemetry data archiving outside of the Animal Telemetry Network.
 2. All animal tracking data will be made publically accessible within 18 months after the end of this Agreement Period of Performance. Platform transmitter terminal (PTT) numbers assigned to individual satellite tags and submitted in per-deployment forms will enable track data to be viewed in real-time online at the ATN web portal in real-time.
 3. Acoustic and other archival tag data will be submitted to the ATN web portal at a minimum of every six months during the life of a project. Some acoustic data can be transmitted in real-time and displayed on the ATN data portal. The successful annual submission of complete tag data will ensure timely incremental funding of multi-year projects.
 4. The Recipient will be entitled to require that access to the data that is uploaded to ATN DAC be initially restricted (i.e. password protected) to only individuals who are approved by that contractor at their sole discretion. These data are referred to as 'restricted data', and can remain restricted for a period of 18 months after the end of this CTO Period of Performance. Restricted track and detection data for satellite, archival and acoustic will be plotted on the DAC web portal when submitted to the ATN DAC but will not be downloadable to individuals not approved by the Recipient.
- f. 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 to the Purpose described in Section B
 - 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; or
 - the appropriate style guide is not adhered to (in most cases this is the JWM or CSE); or
 - the document is not fully formatted (e.g. functional table of content links, consistent fonts/styles throughout document, accurate page numbers, accurate and complete stand-alone appendices [if applicable], accurate and functional figure titles, table titles, section headers, and table of contents need to be complete and accurate); or
 - abbreviations and acronyms are not consistent throughout each submitted document; references/literature not cited fully cross-checked between what is in the document vs. what is presented in the references section; data in tables shall be checked for consistency if information is repeated throughout the document or referenced in other documents, figure titles shall be checked against what is presented in the figures; appendices/figures shall be for the current project and not a copy/paste from another project, prior to submittal for client review.
- g. 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.

h. Data. All raw data, data sheets and electronic databases (including GIS data) shall be submitted final Technical Report via external hard drive/

i. 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.

j. 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 via deliverable of external hard drive. All photographs shall become DoN property. 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, and
- 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 U.S., Commander Pacific Fleet."

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 PAC through the Pacific Fleet Representatives, 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, US Army Corps of Engineers Safety & Health Requirements Manual, 30 November 2014 or latest edition. The government CATR will contact the NAVFAC PAC 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 (NAVFAC PAC 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 NAVFAC PAC 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 SSSH 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 will attach this report to the quarterly (or other specified interval) billing request. The CATR will submit a copy of the MER to the NAVFAC PAC EV Safety Office.

Site Assist Visit (SAV). While the recipient is performing the job on-site, a NAVFAC PAC 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.

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

4. Payments will be made in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment C WAWF Instructions for instructions on payment procedures.

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.fdrs.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. References

DoN (Department of the Navy). 2018. Hawaii-Southern California Training and Testing Activities Final Environmental Impact Statement/Overseas Environmental Impact Statement. Naval Facilities Engineering Command, Pacific/EV21CS, Pearl Harbor, Hawaii. October 2018.

NMFS (National Marine Fisheries Service). 2018a. Taking and Importing Marine Mammals; Taking Marine Mammals Incidental to the U.S. Navy Training and Testing Activities in the Hawaii-Southern California Training and Testing Study. Final Rule. Federal Register 83:66846–67031. December 27, 2018. (Available at: <https://www.hstteis.com>)

NMFS (National Marine Fisheries Service). 2018b. Biological Opinion for the U.S. Navy's Training Exercises and Testing Activities in the Hawaii-Southern California Training and Testing Study Area from December 2018 through December 2023. FPR-2018-9275. Prepared for U.S. Navy and NOAA's National Marine Fisheries Service, Office of Protected Resources' Permits and Conservation Division, by National Marine Fisheries Service, Office of Protected Resources, Endangered Species Act Interagency Cooperation Division, Silver Spring, Maryland. December 10, 2018.

NMFS (National Marine Fisheries Service). 2018c. Letter of Authorization for Navy Training Exercises Conducted in the Hawaii-Southern California Training and Testing Study Area. Period of December 21, 2018, through December 20, 2023. Prepared for U.S. Navy, Pacific Fleet, Pearl Harbor, Hawaii by National Marine Fisheries Service, Office of Protected Resources, Silver Spring, Maryland. December 19, 2018.

NMFS (National Marine Fisheries Service). 2018d. Letter of Authorization for Navy Testing Activities Conducted in the Hawaii-Southern California Training and Testing Study Area. Period of December 21, 2018, through December 20, 2023. Prepared for U.S. Navy, Naval Sea Systems Command, Washington Navy Yard, District of Columbia, by National Marine Fisheries Service, Office of Protected Resources, Silver Spring, Maryland. December 19, 2018.

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 NAVFAC PAC under this Cooperative Agreement, No. N62742-19-0025"

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 NAVFAC PAC under this Cooperative Agreement, No. N62742-19-0025."

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 ELECTRONIC DATA DELIVERABLE SPECIFICATIONS

A-1 REFERENCES

a) Environmental Information Management System (EIMS) Homepage.

<https://eims3.sscno.nmci.navy.mil/>

b) Environmental Information Management System (EIMS) User Manual.

<https://eims3.sscno.nmci.navy.mil/eimshelp>

Spatial Data Standards for Facilities, Infrastructure and Environment (SDSFIE) v3.1, Defense Installations Spatial Data Infrastructure (DISDI) Group.

<http://www.sdsfieonline.org/PublicPages/Branches/Navy.aspx>

c) US Navy Marine Species Monitoring Program Data Management Plan

d) US Navy Marine Species Monitoring Program Data Use Agreement

e) North American Profile (NAP) of ISO 19115: 2003, Geographic Information – Metadata.

<http://www.fgdc.gov/nap/metadata>

f) Geospatial Positioning Accuracy Standards, Part 4: Architecture, Engineering, Construction, and Facilities Management (FGDC-STD-007.4-2002), Federal Geographic Data Committee (FGDC), 2002.

<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part4>

g) Geospatial Positioning Accuracy Standards, Part 1: Reporting Methodology (FGDC-STD-007.1-1998), FGDC, 1998.

<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part1/index.html>

h) Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (FGDC-STD-007.3-1998), FGDC, 1998.

i) Contributing Data to OBIS-SEAMAP. http://seamap.env.duke.edu/about/provider_faq

NMFS (National Marine Fisheries Service). 2018a. Taking and Importing Marine Mammals; Taking Marine Mammals Incidental to the U.S. Navy Training and Testing Activities in the Hawaii-Southern California Training and Testing Study. Final Rule. Federal Register 83:66846–67031. December 27, 2018.

NMFS (National Marine Fisheries Service). 2018b. Biological Opinion for the U.S. Navy's Training Exercises and Testing Activities in the Hawaii-Southern California Training and Testing Study Area from December 2018 through December 2023. FPR-2018-9275. Prepared for U.S. Navy and NOAA's National Marine Fisheries Service, Office of Protected Resources' Permits and Conservation Division, by National Marine Fisheries Service, Office of Protected Resources, Endangered Species Act Interagency Cooperation Division, Silver Spring, Maryland. December 10, 2018.

NMFS (National Marine Fisheries Service). 2018c. Letter of Authorization for Navy Training Exercises Conducted in the Hawaii-Southern California Training and Testing Study Area. Period of December 21, 2018, through December 20, 2023. Prepared for U.S. Navy, Pacific Fleet, Pearl Harbor, Hawaii by National Marine Fisheries Service, Office of Protected Resources, Silver Spring, Maryland. December 19, 2018.

NMFS (National Marine Fisheries Service). 2018d. Letter of Authorization for Navy Testing Activities Conducted in the Hawaii-Southern California Training and Testing Study Area. Period of December 21, 2018, through December 20, 2023. Prepared for U.S. Navy, Naval Sea Systems Command, Washington Navy Yard, District of Columbia, by National Marine Fisheries Service, Office of Protected Resources, Silver Spring, Maryland. December 19, 2018.

A-2 GENERAL SPECIFICATIONS

All deliverables shall be fully compatible with EIMS system requirements and the data standards and format prescribed below unless otherwise approved by the COR. Reference (a) provides information on EIMS system requirements.

a) EIMS Access: Request an EIMS account for access to necessary capabilities, geospatial data, reports, or other pertinent information. The contractor's technical consultant shall coordinate with the project's Contracting Officer's Representative (COR) prior to and during the establishment of EIMS accounts to ensure appropriate contract personnel receive system access. Reference (a) provides information on requesting access to EIMS.

b) Project Setup: Establish appropriate project folders on EIMS to facilitate document and map production among project members as well as transfer of final data deliverables and associated map documents. Reference (b) provides information on setting up projects in EIMS.

c) Document Commenting: The EIMS Document Commenting tool may be used to collect, manage, and sort comments for draft and final deliverables. Reference (b) provides information on Document Commenting in EIMS.

d) Geospatial Data Production and Management: Upload all map documents (.mxd and .jpeg) and geospatial data for the project to the established 'GIS Project' folder. A schedule for uploading draft and final geospatial products to EIMS will be determined during the project kick-off meeting. Refer to Sections A-3 and A-4 for specific geospatial data requirements.

e) Government Review: Retain all draft, pre-final, and final versions of the raw and finished format digital data and documents in the Document Project and GIS Project folders for Government review and approval. Contractors shall have technical consultants available to assist the Government with any digital data discrepancies. The data will be analyzed for subject content and system compatibility. Edits due to comments on data shall be incorporated by the contractor prior to approval of the final deliverable.

f) Final Deliverables: Data and documents destined for publication in EIMS must be uploaded to the established EIMS folders. Visual survey data should also be provided to OBIS-SEAMAP.

i. Upload all final map documents (.mxd and .jpeg) and GIS data with metadata to the established GIS Project folder on EIMS. Refer to Sections A-3 and A-4 for specific geospatial data requirements.

ii. Submit all source survey data the Ocean Biogeographic Information System Spatial Ecological Analysis of Megavertebrate Populations (OBIS-SEAMAP). Data sets should be designated for the Navy's partner contribution page (<http://seamap.env.duke.edu/partner/NAVY>) and attributed to the original collector with acknowledgement of appropriate the U.S. Navy Command(s) as the funding source. Reference (j) provides information on submitting data to OBIS-SEAMAP.

g) Project Close-Out: At project completion, clean up non-essential data, working drafts (non-deliverables), reference documents, etc. from project folders within EIMS or delete as directed by the COR.

h) Deliverables and Use: All digital files prepared for this contract, including source data acquired, source code generated and/or used, and related materials shall be delivered to the COR in digital form upon completion of the contract period. The Navy shall have unlimited rights to use all data and deliverables collected or produced under this contract for the purposes of regulatory compliance, environmental planning, public outreach, and/or other needs to support navy's mission. Distribution and publication of any data generated as a result of this contract shall be in accordance with reference (e) (US Navy Marine Species Monitoring Program Data Use Agreement).

A-3 GEOSPATIAL DATA REQUIREMENTS

A-3.1 Data Standards

Data standards facilitate the development, sharing, and use of geospatial data. The contractor shall ensure that all geospatial data delivered is consistent with references (c) and (d), unless otherwise directed by the Government. Geospatial data shall be delivered in a single file geodatabase format and accompanied by a data inventory spreadsheet unless otherwise directed by the Government. The data will be compatible with ArcGIS 10.0 and must be importable to an Oracle multi-user geodatabase using ArcSDE. Digital map files (.mxd files) shall be delivered in ArcGIS 10.0 format and the associated data layers shall be sourced by a relative file pathway to the file geodatabase. The contractor shall provide an inventory spreadsheet that contains a field for File geodatabase name, Feature dataset, Feature class, feature label name, feature legend designation, data source, and a comment field. In addition, all geospatial data delivered by the contractor shall adhere to the following criteria:

a) precise geographic coordinates in decimal degree format with four decimal precision;

b) units of nautical miles (nm) for expansive marine areas and statute miles (mi) for expansive land areas;

c) reference the GRS 1980 spheroid and the North American Datum 1983 (WGS-84); and

d) contain a projection file, if appropriate, based on format.

A-3.2 Metadata Standards

The term “metadata” is defined as data about data. The term is often used to refer to information that allows either: (1) discovery of data, (2) understanding the provenance and quality of the data, or/and (3) analysis of the data via a set of machine readable instructions that describe the data and its relationships. The contractor shall provide metadata in accordance with Content Standard for Digital Geospatial Metadata (CSDGM), reference (f), the current U.S. federal metadata standard.

The contractor shall ensure that metadata is provided for all geospatial data delivered, including data furnished by the Government, a third party, or generated as a result of this project, and is compliant with reference (f). All metadata shall be in XML format. The contractor shall reference the North American Profile of ISO 19115 2003 metadata style sheet in ArcCatalog when populating Service-level and Feature Class-level metadata. The contractor is required to supply metadata for all fields within this style sheet.

A-3.3 Mapping Guidelines

The contractor shall comply with FGDC Geospatial Positioning Accuracy Standards, Part 4: Architecture, Engineering, Construction, and Facilities Management, reference (g), which provides accuracy standards for engineering drawings, maps, and surveys. Map or drawing scales will be determined by the NTR, given specific project requirements.

A-3.4 GPS Surveys

The contractor shall comply with the FGDC Geospatial Positioning Accuracy Standards, Part 1: Reporting Methodology, reference (h), when conducting GPS surveys and collecting geospatial data. Specifically, the contractor shall ensure that the horizontal accuracy for planning grade GPS data collection shall be sub-meter, unless otherwise specified. Every effort shall be made to capture feature locations without using offsets, unless obstructions are present. If offsets are used, the contractor shall ensure that they are agreed to by the Government and documented, per direction of the COR, given specific project requirements.

Data sets derived from GPS data collection efforts (mapping or survey grade) shall include metadata to record descriptions of the receiver and other equipment used during collection and processing, base stations 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 geospatial data delivery format (see Section A-4.1). All metadata shall comply with the metadata format requirements as described in this document (see Section A-4.2). Metadata must include an accuracy statement at the 90% or 95% confidence interval. Accuracy statements shall include the method of determination, as specified in the FGDC Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy, reference (i).

A-3.5 Data Integrity

The contractor shall employ appropriate QA/QC standards to ensure that data is topologically correct, accurate and complete, including:

- a) no erroneous overshoots, undershoots, dangles or intersections in the line work;
- b) point and line features shall be snapped together where appropriate to support networks, e.g. do not break linear features for labeling or other aesthetic purposes;
- c) lines should be continuous and point features should be digitized as points;
- d) no sliver polygons;
- e) digital representation of the common boundaries for all graphic features must be coincident, regardless of feature layer; and
- f) attribute information and labeling must be consistent throughout a GIS project.

A-4 USE OF AUTHORITATIVE GEOSPATIAL DATA and EIMS

A-4.1 Navy Maintained Geospatial Data

Navy has identified geospatial data layers that will be maintained by the Navy as the authoritative source. If required for the project, they will be provided by the Navy, in adherence with Reference (c) where available. The following data layers are examples of what will be maintained by the Navy but are not an all-inclusive list:

- a) Boundaries of air, land, and sea training and testing areas
- b) Special use airspace (SUAS)
- c) Study area boundaries
- d) Installation boundaries and features

Reference (a) provides information on accessing EIMS. The contractor can inquire what data are considered Navy authoritative and are required for the project.

A-4.2 Electronic Data Use and Project Management on EIMS

Any data required to support the project will be identified during the project kick off meeting. Any requests for existing geospatial data should be directed to the project COR or their designated representative.

The contractor is required to utilize any Government furnished ArcMap templates and the Common Operating Picture data provided by the Government to produce all maps and figures for the project.

New data generated by the contractor as a part of this contract will be uploaded to the GIS Project folder in EIMS adhering to the data format and metadata standards outlined in previous sections of this appendix.

**ATTACHMENT C
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: #**N62742-19-0025**

(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	N62742/ECOMP
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N62743/ECOMP
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62743/ECOMP
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.

robert.uyeyama@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.