

SCOPE OF WORK
BAT SURVEYS
AT NAVAL BASE POINT LOMA AND
MARINE CORPS MOUNTAIN WARFARE TRAINING CENTER
BRIDGEPORT, CALIFORNIA

AUGUST 2019

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A. PURPOSE

The purpose of this project is to provide Naval Base Point Loma (NBPL) and Marine Corps Mountain Warfare Training Center, Bridgeport (MWTC), with an understanding of the diversity, relative abundance, habitat preference and roosting locations of bats across these installations and to monitor for the presence of the fungus that causes White-nose Syndrome (WNS). For NBPL, this work will continue the comprehensive surveys that began in 2015 on the Main Base and expand to include other NBPL facilities. For MWTC, this work will broaden the focus from a couple of bat species to include the entire suite of species known to or likely to occur on the installation. Bats are integral components of the ecological community as they control insects and more than 530 species of plants rely on them for pollination. With massive population declines of numerous eastern bat species from WNS and the recent findings of WNS west of the continental divide, which was originally thought to inhibit WNS expansion, more complete and frequent monitoring of bat species is needed. This proposed project will benefit the Navy and Marine Corps by providing a framework for understanding changes in bat populations and the risk to those populations from WNS, and supporting implementation of NBPL's and MWTC's Integrated Natural Resources Management Plans (INRMP). This project will support compliance with the Sikes Act, State of California Management of Fish and Wildlife on Military Lands [3450-3453], Department of Defense (DoD) Instruction 4715.03 (Natural Resources Conservation Program), and OPNAVINST 5090.1D (Environmental Readiness Program).

B. LOCATION

Base Task A: Naval Base Point Loma

NBPL is located in the metropolitan area of San Diego (San Diego County), California. It includes the Main Base on Point Loma peninsula, five (5) off peninsula facilities, and 11 housing areas (4 on peninsula, 7 off peninsula). The peninsula is approximately 4 miles west of downtown San Diego with public access provided by SR-209 (Catalina Blvd). The peninsula extends about 4 miles into the Pacific Ocean and provides shelter to the San Diego Bay.

NBPL has a total area of 1,918 acres, hosts 71 tenant commands, and supports about 178,000 military and civilian personnel. Of the total 1,297 acres on the peninsula, 527 acres (40.6%) are within the Point Loma Ecological Conservation Area (PLECA), which is a coordinated effort among five on-peninsula agencies to assure the long-term protection and preservation of sensitive biological communities. The PLECA is 668 acres total, and in addition to the Navy's 527 acres (79%), includes a large portion of the Cabrillo National Monument (130 ac) that sees over one million visitors annually, and smaller portions of the City of San Diego Point Loma Waste Water Treatment Plant (9 ac), the US Coast Guard lighthouse facility (1 ac), and the Fort Rosecrans National Cemetery (1 ac). Open space areas are also found off peninsula at the Mount Soledad Signal Station (9 ac) and four housing areas: Admiral Hartman (144 ac), Chesterton (138 ac), Villages at Serra Mesa (98 ac), and Beech Street Knolls (7 ac). See attachment Figures 1 and 2.

Base Task B: Mountain Warfare Training Center, Bridgeport

MWTC is located approximately 100 miles south of Reno, Nevada at an elevation of 6,800 feet. MWTC has a total permit area (installation area) of 61,938 acres with 46.2 miles of roads. This total installation area consists of 16 training areas, 1 conservation area, 5 training corridors, 53 landing zones, 6 drop zones, 2 expeditionary air fields and landing points throughout.

MWTC consists of a complex arrangement of parcels with ownership by various DoN users, other users, other government agencies (i.e., US Forest Service, and California Department Fish and Wildlife), and private land ownership (see attachment Figures 3 and 4). Most of the land comprising MWTC is administered by the USFS, with a small area owned by the DoD. Private inholdings and CDFW land are not included as part of the MWTC installation, even if the parcel is within the larger overall boundary. The USMC needs to coordinate with CDFW for any military activities they would like to conduct on CDFW, regardless of where it occurs within MWTC. MWTC training activities in the Humboldt-Toiyabe National Forest (HTNF) have been authorized under the DoD and US Department of Agriculture Master Agreement of 1988, Public Law 100-693, Public Law 111-84, a 40-year SUP and other temporary or annual SUPs issued by the USFS. For more information on the Training Areas and their uses, see Section 3.2.2 and Table 3-2 of the INRMP.

C. DESIGNATED REPRESENTATIVES

The Cooperative Agreement Administrator (CAA) is Reagan Pablo, Contract Specialist, ACQR.RP, Naval Facilities Engineering Command Southwest, 937 N. Harbor Dr. Bldg. 1 5th Floor, San Diego, CA 92132-0001; phone (619) 532-2090, email: reagan.s.pablo@navy.mil.

Task 1: Naval Base Point Loma

The Cooperative Agreement Technical Representative (CATR) is Lisa Lyren, Natural Resources Specialist, Naval Facilities Engineering Command, Navy Coastal Team, 937 N. Harbor Dr. Bldg. 1 Room 323, San Diego, CA, 92132-0001; phone (619) 532-4374, email: lisa.lyren@navy.mil.

The Installation Representative (IR) is Jose Roldan, Natural Resources Specialist, Naval Base Point Loma, 140 Sylvester Rd, Room 141, San Diego, CA 92152; phone (619) 553-7525, email: jose.b.roldan@navy.mil.

Task 2: Mountain Warfare Training Center, Bridgeport

The Cooperative Agreement Technical Representative (CATR) is David McNaughton, Natural Resources Specialist, Naval Facilities Engineering Command, Marine Corps Team, 937 N. Harbor Dr. Bldg. 1 Room 323, San Diego, CA, 92132-0001; phone (619) 532-4403, email: david.k.mcnaughton@navy.mil.

The Installation Representative (IR) is Andrew Irvin, Natural/Cultural Resources Manager, Marine Corps Mountain Warfare Training Center (MCMWTC), Bldg. 2001, MCMWTC, Bridgeport, CA 93517; phone (760) 932-1564, email: andrew.irvin@usmc.mil.

1. The CATR is responsible for ensuring that all work is performed per the requirements and specifications outlined in this Cooperative Agreement, and that the work performed, including all written reports and professional services are of an acceptable technical quality. For this Cooperative Agreement, the CATR shall be the first and primary point of contact for the Recipient and Installation Representative (including their respective representatives or staffs) regarding any inquiries, questions, concerns, and issues related to the implementation of the requirements and specifications of this Cooperative Agreement. The CATR has no authority to make any changes to this Cooperative Agreement, only the CAA may affect any change to this Cooperative Agreement. The CATR has no authority to direct or change any work identified in this Cooperative Agreement.
2. The Installation Representative is responsible for providing the CAA, via the CATR, the technical requirements for this Cooperative Agreement's scope of work specifications. The Installation Representative has no authority to make any changes to the Cooperative Agreement only the CAA may affect any change to this Cooperative Agreement. The Installation Representative has no authority to direct or change any work identified in this Cooperative Agreement.
3. Any change in scope of work must be issued to the Recipient, in writing, by the Grants Officer/CAA 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.
4. The Recipient will designate at time of proposal submission the individual within their organization who is authorized to negotiate with the CAA. The designation will stipulate the individual's authority to commit the Recipient.
5. For the purposes of this Agreement, the term Recipient shall mean TBD.

D. PERIOD OF PERFORMANCE

The period of performance covered by this agreement will be 24 months from date of award. The parties may extend the term of this agreement by written modification. This agreement contains two (2) option periods, 18-months each. The total duration of this Agreement, including any modifications, shall not exceed five (5) years. All

option periods are subject to the availability of funds and may be unilaterally awarded.

A fifteen (15) day period, starting on the 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.

E. MATERIAL AVAILABLE FOR REVIEW

Recipient and/or his/her representative(s) will have access to the following materials through the CATR or Installation Representative. The Recipient shall pay for or replace any items borrowed that are damaged, stolen, or lost. Some examples of Materials Available for Review are:

Base Task A: Naval Base Point Loma

- a. 2012. RECON. Naval Base Point Loma Integrated Natural Resources Management Plan; or updated version.
- b. Geographic Information Systems (GIS) maps (general) of NBPL
- c. 2017. Root, S., and K. Lombardo. Final Report – Monitoring Bat Populations on the Point Loma Peninsula (US Navy Contract #N6340615MPCN001).

Base Task B: Mountain Warfare Training Center, Bridgeport

- a. 2018. Amec Foster Wheeler Environmental & Infrastructure, Inc. Integrated Natural Resources Management Plan, Marine Corps Mountain Warfare Training Center, Bridgeport, CA (MWTC)
- b. Geographic Information Systems (GIS) maps (general) of MWTC
- c. 2012. Davenport, A., and Cardno TEC, Inc. Townsend's Big-eared and Spotted Bat Survey Report. Marine Corps Mountain Warfare Training Center, Bridgeport, CA.
- d. 2018. United States Marine Corps, Mountain Warfare Training Center, SUP BRI-682, Appendix B, FY19 Annual Operating Plan
- e. 2018. U.S. Department of Agriculture, Forest Service, Humboldt-Toiyabe National Forest, Bridgeport Ranger District, Special Use Permit, Authorization ID: BRI682
- f. 2009. Marine Corps Order P5090.2A Environmental Compliance and Protection Manual

F. GENERAL REQUIREMENTS

1. The Recipient shall be responsible for providing all labor, materials, equipment, and supplies used in this study. The Recipient shall be responsible for the selection, development, and implementation of all control and monitoring techniques/methods. The Recipient shall use methods and equipment in accordance with Federal and State laws.
2. The Recipient shall provide all transportation, meals, and lodging for himself/herself and his/her personnel as well as all equipment and analysis necessary to complete the work. All equipment is subject to the inspection by and approval of the Installation safety officer.
3. 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 > \$5,000.00 per unit in value and supplies > \$5,000.00 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#).
4. The Recipient shall visit the project area as often as necessary and within the time limits stated below to

accomplish the purposes of the Agreement as detailed further in this Scope of Work. It is the Recipient's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel onto the Installation. The Recipient must comply with all security rules, regulations, requirements, and day-to-day operational changes thereto. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Recipient access to project sites. While on the installation, the Recipient shall abide by all applicable rules and regulations issued by the Commanding Officer. The Recipient may be subject to inspections for contraband while on Government property.

5. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this Agreement. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, inventory, analysis, quality control, and for meeting professional industry standards for conducting bat surveys.

6. Due to the complexity of work, the Recipient shall provide the following:

a. PROJECT MANAGER: The Recipient 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 are met on a daily basis. This person is expected to be onsite for all field operations, unless exempted by the Installation representative (i.e. for equipment retrieval). This person shall have, at the minimum:

- 1) Bachelor of Science degree in zoology, biology, ecology, wildlife management or a related field experience from an accredited college or university
- 2) Ten (10) years of experience with acoustic capture and identification of bats in California.
- 3) Ten (10) years of experience in hand and mist netting capture, and physical identification of bats in California.
- 4) Five (5) years of previous inventory, monitoring, or research experience.

b. FIELD TECHNICIAN: The person shall have, at the minimum:

- 1) Bachelor of Science degree in zoology, biology, ecology, wildlife management, or a related field experience from an accredited college or university.
- 2) Specific knowledge of bat ecology, appropriate bat monitoring techniques, and demonstrated ability to competently capture and handle bats.
- 3) One (1) year of experience in the use and deployment of ultrasonic bat detectors, and bat hand capture equipment (e.g. mist nets and harp traps).
- 4) Ability to keep clear, legible, and accurate notes.

7. The Recipient shall provide the CAA (via the CATR) the names of persons and copies of their resumes being considered for work under this Agreement. The Recipient shall not replace or substitute any staff member without prior written approval by the CAA.

8. The Recipient shall work closely with the CATR and Installation Representative in planning and carrying out all field investigations.

9. Due to the classified nature of the activities on the Installation(s), only those areas directly associated with the specifications of this Agreement may be visited. Restricted areas will only be entered by special permission.

10. Gates have been installed on various roads. When closed, they are not to be ignored or circumvented for any reason. If Agreement work is required behind a locked gate, contact the Installation Representative immediately.

11. Prior to accessing the Installation, the Recipient shall meet with a designated Installation Representative to review the guidelines for conducting research on the Installation. This meeting can be conducted as part of the kick-

off meeting.

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

13. Smoking is not allowed in the non-developed areas while individuals are working on the Installation.

14. The Recipient shall conduct literature reviews, field investigations, and interviews with experts and authorities as necessary to accomplish the work described within this Agreement. The Recipient shall, in particular, attempt to contact and utilize information from the local Navy and Marine Corps offices and other professionals who are experienced in bat monitoring.

15. The Recipient shall review pertinent files at the Installation and past research conducted at the Installation. The Recipient shall coordinate with the CATR and Installation Representative in planning and carrying out field activities.

16. At no additional cost to the Government, the Recipient shall be in possession of all necessary permits [e.g. 10 (a)(1)(A)] from the state and federal regulatory agencies (i.e., California Department of Fish and Wildlife, U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries, etc.) necessary to conduct the activities stipulated in this Agreement. All required permits shall be submitted to the CAA (via CATR) during the Kick-off Meeting, or prior to the initiation of any fieldwork that requires permitting, whichever comes first. All permits will be submitted as part of the proposal.

17. 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.

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

19. 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 speakerphone 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.

20. All field notes, field data forms, electronic storage of field data, photographs, etc. collected and produced as part of this Agreement are the property of the DoN. Legible copies of the field notes, data forms and other information shall be provided to the CATR and Installation Representative upon request.

21. The data obtained during this Agreement shall be scientifically defensible and suitable for publication. All methods of data collection and analyses shall be standardized with previous studies conducted by the Recipient under past Agreements for this type of work, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature(s). If changes in analyses make results unfit for comparison with previously collected data, the Recipient shall reanalyze all appropriate data sets for comparison. The CAA shall approve (via the CATR) in advance any changes to previously used experimental designs, methods of data collection and/or analyses, which shall be provided in the Recipient's required Work Plan. The CATR or Installation representative, at their discretion, may subject draft work plans, draft reports, or draft manuscripts to external peer review.

22. Acoustic sampling will be performed to determine occupation of the site. In this regard, maximum likelihood estimator (MLE) shall be employed on a nightly basis to determine bat community composition. Files can be run

through an auto-identifier (EchoClass, Kaleidoscope, etc.) but must be tested through selective hand vetting of calls within the series. The Cooperator and the Marine Corps will come to an agreement on what constitutes a reasonable subsample of calls following the first collection of data from the SD cards. This amount is likely to vary from species to species, as determined by their scarcity, their similarity to other species, their listing status, and the autoidentifier's strengths and weaknesses. The cooperator may reach out and share acoustic files to colleagues for verification of identifications.

23. In order to avoid impacts to federally listed, rare, or endemic plants the Recipient must coordinate all vegetation and ground disturbing activities with the **NBPL** Installation Representative at (619) 553-7525 and/or the **MWTC** Installation Representative at (760) 932-1564. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required by this Agreement. The Recipient shall ensure that all footwear, backpacks, clothing, vehicles, and equipment transported to the Installation are clean of weed seed.

24. No ground disturbing activities (e.g. digging, installing posts or stakes, etc.) are to take place without coordination and concurrence from the **NBPL** Installation Representative at (619) 553-7525 or the **MWTC** Installation Representative at (760) 932-1564, and the Cultural Resources Manager David Sproul at (619) 532-2819. Under no circumstances shall the Recipient violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources, contact the IR. If the Recipient accidentally disturbs an archeological and/or cultural resources site, the Recipient shall leave the site immediately (as intact as possible) and contact the Cultural Resources Program Manager.

25. No buildings will be modified or altered without permission from the **NBPL and/or MWTC** Public Works Officer, and the Architectural Historian David Sproul at (619) 532-2819. The Recipient shall not violate the National Historic Preservation Act.

26. The Recipient shall manage generated hazardous material, hazardous waste, and hazardous waste residues in accordance with Federal, State, and local regulations. Transport and dispose of hazardous waste (i.e., batteries) in accordance with Federal, State, local and applicable Installation requirements.

27. The Recipient shall leave all work areas in a neat and orderly manner with all trash and debris associated with the performance of this Agreement being picked up and disposed of at the end of each day. The Recipient shall dispose of it properly in designated waste containers or at landfills approved by San Diego or Mono Counties (as applicable) for the acceptance of such waste.

28. The Recipient shall inform the CATR and Installation Representative via e-mail of any unusual activity observed while conducting surveys in the field (e.g. trespassers or persons in unauthorized areas). Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity. In addition, information regarding trespassers should be reported to the IR as soon as possible.

29. The Recipient shall inform the CATR and Installation Representative via e-mail of any unusual animal or plant species observed while conducting surveys in the field (e.g. species that are federally listed or are State of California Species of Special Concern). Information should include (a) location, (b) date, (c) time and (d) any detailed facts the sighting.

30. Dead, injured, or sick wildlife will not be removed from the Installation except as allowed by US Fish and Wildlife Service permits. All such wildlife shall be reported immediately to the IR prior to transport from the Installation. If a target animal is unintentionally killed during capture activities, or found dead, the Cooperator shall salvage the carcass and deposit it with the San Diego Natural History Museum, unless otherwise specified on the Cooperator's permit. The Cooperator shall provide all necessary information for record and specimen tracking to NAVFAC SW in the progress and final reports.

31. Throughout the term of this Agreement the CATR and the Installation Representative shall be afforded the opportunity by the Recipient to periodically observe the Recipient's field activities, to review computer or paper files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient's performance in fulfilling the requirements of this Agreement.

32. The DoN, via the CAA, may request updated data presented on maps, figures, and/or tables whenever the DoN's need to obtain this information is before the next report required under Section I of this Agreement. The Recipient shall forward the requested data electronically within ten (10) days from the date of request. If the requested data cannot be provided within this time frame, the Recipient shall forward electronically the most updated raw data to the CAA, via the CATR (cc provided to Installation Representative). The DoN understands that facilitating the requested most updated data may reduce the amount of work that would normally be accomplished during the period of time required to complete the request. The Recipient shall document the amount of efforts and its translated cost estimate that would have been incurred by the Recipient to complete the request for updated data. This document shall be electronically forwarded to the CAA (via CATR and cc provided to Installation Representative) to review so that the DoN will have a firm understanding on the amount of work displaced that would have normally been accomplished during the period of time required to complete the request.

33. Identification badges, if required, will be furnished based on the individual installation security procedures. Recipient is responsible for all costs, if any, associated with obtaining proper credentials, including participation in the Defense Biometric Identification System (DBIDS) program. The Recipient must immediately report instances of lost or stolen badges to the Contracting Officer. Failure of Recipient personnel to obtain entry approval will not affect the Cooperative Agreement price or time of completion. All Recipient personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations. Refer to individual Cooperative Agreement or Station requirements provided at the kickoff meeting. Recipient personnel will not be admitted to the work site without approval. Access requirements will be as identified in station policy for each location. Some facilities, or areas within some facilities, restrict access to U.S. Citizens only.

G. SPECIFIC REQUIREMENTS

1. The work to be performed for each installation is:

Base Task A: Naval Base Point Loma

- 1) Determine changes in bat species diversity, relative abundance, and habitat preference by using acoustic detectors as the primary method to conduct monitoring; 2015 surveys detected 10 species including the Yuma myotis (*Myotis yumanensis*), which was previously undetected on the peninsula, and five California Species of Special Concern: western mastiff bat (*Eumops perotis*), western red bat (*Lasiurus blossevillii*), western yellow bat (*Lasiurus xanthinus*), pocketed free-tailed bat (*Nyctinomops femorosaccus*), and big free-tailed bat (*Nyctinomops macrotis*).
 - a. Use passive acoustic detectors as the primary method to conduct monitoring. The Cooperator shall purchase 5 acoustic bat detectors to augment the Cooperator's detector inventory, and necessary supplies (e.g. memory cards, posts, solar panels, batteries, etc.) to allow for constant (e.g. 24 hour/7 days per week) monitoring for one (1) year.
 - b. Visit monitoring stations regularly to swap out memory cards and download data.
 - c. Interpret and check echolocation data.
- 2) Conduct netting to detect bat species not readily detected acoustically, like the Mexican long-tongued bat (*Choeronycteris mexicana*), to evaluate the bats for the presence of WNS, and to confirm species identification of echolocation calls recorded by acoustic detectors.
 - a. The Mexican long-tongued bat is a California Species of Special Concern (CSC) and the suspected pollinator of the CSC Shaw's agave (*Agave shawii*) plant. The greatest number of agaves are found in the northwest portion of the FCTCPAC (see attachment Figure 1), although scattered individuals or smaller groups maybe found elsewhere including in the Cabrillo National Monument. In 2015, the most common bat species detected on the peninsula was the Mexican free-tailed bat (*Tadarida brasiliensis*), a species known to carry WNS in other parts of the U.S. *Myotis* species can be problematic to identify based solely on acoustic data.
 - b. Conduct netting at up to 3 locations for 3 nights during the season when bat diversity is likely highest on the peninsula and evaluate off peninsula facilities for feasibility of this method.
 - c. Identify and record bat species, sex, age, tooth wear, reproductive status, parasite load, general

- morphometrics, and anything else noteworthy of bats captured in the nets. In addition, representative bats of each species handled shall be photo documented as well as any individual bats showing possible signs of white-nosed syndrome or evidence of injuries or abnormalities.
- d. Propose and implement a protocol to swab bats for presence of WNS and store samples until funding becomes available for analysis.
- 3) Search for potential roosting sites including cliffs and cave-like structures (e.g., abandoned buildings, bunkers, culverts, etc.) on the peninsula.
 - 4) Determine suitable methods for the detection of WNS, likely points of initial reception, and suggest a managed response for initial outbreak
 - 5) Attend one (1) kick-off meeting and submit minutes; submit work and accident prevention plan, *brief* monthly status reports, and final report and all deliverables (see below).

With the exception of establishing mobilization efforts (i.e. post award meetings, work plans, safety plans, accident prevention plans, etc.), Option Period 1A and Option Period 2A be identical to the requirements of the Base Task A described above.

Base Task B: Mountain Warfare Training Center, Bridgeport

The Marine Corps is soliciting services for performing coordination with MWTC for meeting support, aerial mammal technical support; GPS, GIS and mapping support; field capture bat surveys and acoustic bat surveys and species identification. The work shall use scientifically accepted methods to detect and identify species of bats that are known to inhabit and use the habitats, subsurface features, and structures available at MWTC.

As stated on page 4-3 of the MWTC INRMP, in 2010 and 2011 surveys were conducted for Townsend's big-eared and spotted bat survey in the Humboldt Toiyabe National Forest (Davenport & Cardno TEC, Inc. 2012d). Those surveys found no Townsend's big-eared bats (*Corynorhinus townsendii*) or spotted bats (*Euderma maculatum*), "although potential roost sites, such as old mines and rock outcrops, are present".

The main objectives for this portion of the Agreement are to:

- 1) "Conduct a comprehensive bat inventory, with an emphasis on identifying roosting sites, maternity colonies, and hibernacula of bat species of concern" (MWTC INRMP). Survey the "potential roost sites" and "cliff faces" on-installation mentioned in the MWTC INRMP and record locations of, if any; relative abundance and habitat preference on-installation of, spotted bat and Townsend's big-eared bat. If roost sites are found, as stated in Section 4.10.1 of the MWTC INRMP, identify whether or not the roost sites are maternity colony and/or hibernacula.
- 2) Conduct the bat survey at MWTC to also determine diversity, relative abundance, and habitat preference of other bat species known to occur on-installation [fringed myotis (*Myotis thysanodes*), long-eared myotis (*Myotis evotis*), pallid bat (*Antrozous pallidus*), Yuma myotis, big brown bat (*Eptesicus fuscus*), western red bat, California myotis (*Myotis californicus*), long-legged myotis (*Myotis volans*), western pipistrelle bat (*Pipistrellus hesperus*), and Brazilian (Mexican) free-tailed bat], and species that may exist on-installation [western mastiff bat, silver-haired bat (*Lasionycteris noctivagans*), and western small-footed myotis (*Myotis ciliolabrum*)].
- 3) Contribute to the development of an inventorying and monitoring plan with this preliminary study by providing comments and suggestions on methods and locations of opportunity for future study.
- 4) Determine occupation of rock crevices on local training training (LTA) cliff faces used during mountain training events such as the Assault Climbers' Course and the Summer Engineers' Course and assess potential for disease transmission through these annual events. Evaluate the potential for those detected species to introduce white-nosed syndrome (WNS) to the area.
- 5) Develop methods to perceive and understand WNS changes on the local bat community and detect or determine the infestation level of the fungus by species.

- 6) Suggest management responses to the nearby occurrence of WNS and suggest potential prevention of occurrence or spread via the military training regime and habitat management.

Implement the objectives immediately stated above:

- 1) It is envisioned that the objectives will be implemented using a combination of acoustic surveys, netting, and roost surveys during the breeding season. The amount of each of these types of surveys will be determined by the Recipient, in coordination with the Installation Representative and the CATR.
 - 2) Passive acoustic surveys (i.e. stationary electronic bat detectors) shall be used for the maximum nights that season that can be coordinated with the Installation Representative for replacement and shipment of storage memory cards (i.e. SD cards). The Installation will be responsible for the maintenance and retrieval of these devices and their data, and will provide them at a time agreed upon by the Cooperator and the Installation Representative. Sampling shall consist of 6 passive stations running concurrently, and the Cooperator should budget for a full week of time and travel to locate and setup these stations, monitoring performance, and adjusting locations and setup accordingly. The installation will take over maintenance for the rest of the flight season, returning data and equipment the following winter.
 - 3) Conduct netting of bats at MWTC, and identify and record bat species, sex, age, tooth wear, reproductive status, parasite load, general morphometrics, and anything else noteworthy of bats captured in the nets. Swab and conduct tests for the presence of *Pseudogymnoascus destructans*. In addition, representative bats of each species handled shall be photo documented as well as any individual bats showing possible signs of white-nosed syndrome or evidence of injuries or abnormalities. Netting shall be done for 3 nights at up to 3 locations most likely to capture bats using the LTA.
 - 4) If time permits and the IR can provide access, the Cooperator may perform visual surveys of crevices and manmade structures such as the TQ Hotel site likely to act as daytime bat roosts or maternity roosts. These may provide sample specimens for swabbing in conjunction with implementation #3 above.
 - 5) If time permits and the IR can provide access, the Cooperator may supplement fixed points with active acoustic driving or walking surveys along installation roads and paths. The cooperator must have the full cooperation of the Installation Representative, MWTC range control, and security.
 - 6) The Recipient shall provide all field equipment needed to conduct these surveys and should budget for 6 sampling devices and their accessories to constitute 6 independently running passive survey stations to remain at MWTC for up to one (1) year.
 - 7) The CATR assumes all work can be completed in two week-long visits inclusive of travel time. While this is not enough time to satisfy full knowledge of the installation, careful application of the methods and access should yield a core planning-level survey list to use for the installation's future.
2. In addition implementing and complying with the INRMPs, this action will also be performed in accordance with:
 - a. United States Marine Corps, Mountain Warfare Training Center, SUP BRI-682, Appendix B, Annual Operating Plan
 - b. U.S. Department of Agriculture, Forest Service, Humboldt-Toiyabe National Forest, Bridgeport Ranger District, Special Use Permit, Authorization ID: BRI682
 - c. United States Marine Corps
 - d. Marine Corps Order P5090.2A Environmental Compliance and Protection Manual
 - e. Endangered Species Act
 - f. Migratory Bird Treaty Act
 3. All capture and handling activities shall adhere to the guidelines of the American Society of Mammalogists for the use of wild mammals in research.

With the exception of establishing mobilization efforts (i.e. post award meetings, work plans, safety plans, accident

prevention plans, etc.), Option Period 1B and Option Period 2B be identical to the requirements of the Base Task B described above.

H. MEETINGS/COORDINATION

1. The Recipient or his/her designee will attend two Kick-off meetings, one with each CATR and Installation Representative(s) to ensure coordination of activities for each Installation. The CATR or Installation Representative shall arrange the meeting.
2. The Recipient shall be available throughout the Agreement period for consultation with the CATR and Installation Representative(s) on matters involving bats in the project area.
3. Written Work Schedule:

For NBPL, the Cooperator is required to submit a *proposed* field schedule in writing to the CATR and Installation Representative prior to the kick-off meeting. The schedule will identify by date, time and personnel, and location of when sites are to be visited. Any variation(s) will be emailed to the CATR and Installation Representative at least 2 weeks in advance of any changes.

For MWTC, within seventy-two (72) hours of the kickoff meeting and prior to starting work, the Cooperator shall provide the Installation Representative with a planned written work schedule, and shall notify the IR within 48 hours of starting work. The Cooperator should work closely with the IR to find dates, locations, and weather that are acceptable to both parties.

4. The IR may need details as to daily schedule, fixed equipment locations, photographs of equipment left in the field, and instructions for continued maintenance on the detectors before the Cooperator leaves MWTC or during the course of field work. Please communicate this with him/her or his/her representative on an as-needed basis.

I. 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 CAA via the CATR for retention in the official agreement file.

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:

- (a) there are typographical errors, spelling, or grammar mistakes; or
 - (b) results and discussion are not tied directly and continually to natural resource management concerns of the installation; or
 - (c) the document is not organized in a manner that flows well; or
 - (d) the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species.
 - (e) The appropriate style guide is not adhered to (in most cases this is the JWM or CSE).
2. Kick-off Meeting Minutes: The Recipient shall prepare and provide to the CATR and Installation Representative meeting minutes via email within 5 business days after the meeting. Contents shall include, but not necessarily be limited to, list of attendees with contact information, topics/issues discussed, problems and solutions identified, the task list generated at the meeting with designation of person responsible for each task listed and due dates. The Cooperator shall incorporate any Government comments to the meeting minutes and submit the revised minutes via email within 5 business days of receiving comments.
 3. Work Plan: The Recipient shall present a draft work plan within 30 days of award of this Agreement or upon a mutually agreed upon date by the Recipient and CATR. The draft work plan will include field survey methods, protocols, and a timeline for conducting the work. The draft work plan shall also include a copy of all required

permits and/or letters requesting permits for collection of threatened or endangered species. The draft work plan will be reviewed by the CATR and Installation Representative, and the CATR and Installation Representative will provide the Recipient their respective comments, suggestions, or edits (if there are any) within 30 days from receipt of the draft work plan. The Recipient shall incorporate all comments, suggestions, or edits (if there are any) provided by the CATR and Installation Representative to the "Final Work Plan", and the Recipient shall submit (electronically via email) the "Final Work Plan" within 30 days from the date the Recipient received the review comments provided by the CATR and Installation Representative. If the CATR and Installation Representative do not have any comment, suggestion, or edit on the draft work plan, the document shall be resubmitted marked "Final Work Plan" under this Agreement.

4. Draft and Final Accident Prevent Plan and Health and Safety Plan: The Recipient shall submit an APP/HASP concurrently with the Work Plan, but it shall be printed under a separate cover from the Work Plan. See Section L. Safety below for details.
5. Monthly Status Reports: The monthly progress report shall be brief e-mails and include, at a minimum, names of persons participating during the month; areas surveyed; number of man hours (or days worked); brief summary of all findings to date (not presented in previous monthly reports); problems encountered and steps taken to resolve, and work proposed for the next month or survey period. MSRs shall be submitted to the CATR and Installation Representative via e-mail within 15 calendar days after surveys were conducted.
6. 10(a)(1)(A) Reports: In accordance with USFWS survey protocol and/or 10(a)(1)(A) permit requirements, the Recipient is required to submit a final report to the USFWS that depicts survey dates, and times and includes descriptions or accounts of methods, locations, data and information identified in the survey protocol. The Recipient shall submit a draft of this report to the CATR and Installation Representative for review within 30 days following the completion of the survey effort but at least 15 days prior to submittal to the USFWS.
7. Draft Final Report: The Recipient shall provide *two* (2) electronic copies of the draft report as both MS Word and PDF files. The Draft report shall follow the formats described in Attachment A and 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. Files larger than 5 MB shall be submitted using the U.S. Army's Safe Access File Exchange (AMRDEC SAFE) server (<https://safe.amrdec.army.mil/safe/>).

The CATR and Installation Representative will review the report and provide comments. If review and acceptance by government is not completed within a mutually agreed upon time frame, the document will be deemed to be constructively accepted and submission of final deliverables will begin. Only the CAA has the authority to make changes to the mutually agreed upon review period.

Data. All raw data, data sheets, and electronic databases (including GIS data; GIS standards below) shall be submitted with the Final Report. Final electronic databases shall be submitted on a labeled CD-ROM in a pocket affixed to the Final Report (see below).

Maps.

- (a) 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).
- (b) All maps shall be printed at an acceptable scale following the GIS standards stated below. Electronic copies of all maps shall also be provided.
- (c) 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.

Geographic Information System (GIS).

The Department of Defense (DOD) utilizes the Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE). The most recent available GIS data content standards version should be used (currently

version 3.03). All GIS data shall be delivered in a Geodatabase in accordance with these standards and spatial data shall be usable upon delivery. Contents of the GIS data should be populated as specified in this Agreement. The user shall fit collected GIS data into the named feature classes and populate feature attribute information into provided fields. If the user does not find the appropriate field for their data, they may create the fields as needed, including feature level metadata. The Navy's natural resources business line is the owner of the GIS data created as part of this Agreement. Copies of the Geodatabase template for natural resources and the entire template may be downloaded from <https://www.sdsfieonline.org/Home/Index> by registering and logging in.

GIS Data Requests: GIS Navy Facilities data for the Southwest Region is available upon request. Examples of facility data are installation boundaries, buildings, roads, recreation areas, airfields, bunkers and may include natural and cultural data. Release of sensitive data requires permission from the appropriate business line. Contact the Geo Readiness Center at M_NAVFAC_SW_GIS_Support_Requests_UD@navy.mil or Brian Giorgi, GIS Manager at brian.giorgi@navy.mil, 619-532-1168.

Delivery Requirements: Provide spatial data in a personal Geodatabase in ArcGIS 10.1 or greater utilizing the most recent SDSFIE format to populate feature classes and metadata.

PDF Format of Reports and Maps: Provide a PDF copy of all maps associated with the GIS data in this Agreement.

MXD (ESRI Map Document) Format: All constructed maps shall have the associated .mxd delivered to allow for future printing and modification. MXDs shall use the relative paths option. The Table of Contents within the .mxd shall be orderly and contain a logical naming structure.

Geospatial Data Deliverables: Geographic data shall be delivered on a CD-ROM or DVD-ROM; electronic data delivery may suffice for draft deliverables. This media shall contain only the value-added data sets as designated in this Agreement. Do not include the working files or original installation data sets that may have been used to develop the deliverables.

Projection: Geographic data shall be provided as Coordinate System in Universal Transverse Mercator (UTM) projection in the appropriate zone, Z Coordinate System in WGS_84_Geoid and Vertical Datum in North American Vertical Datum of 1988 (NAVD88).

Data Collection with Global Positioning System (GPS): Post-Processed Data. Recipient shall utilize conventional and other methods, such as Global Positioning System (GPS) for field data collection. At a minimum, the Recipient shall provide resource grade GPS collection at a horizontal accuracy level of +/- 1m and shall use differential correction to target accuracies of +/- .5 m. Global Positioning System (GPS) data collection activities will be based on a post-processed environment using an accurately sighted base station.

X Y Coordinates from Excel to GIS: When GPS data is recorded in Excel as X and Y coordinates, the data must be in the same projection to process in ArcMap. Data recorded in different coordinate systems must be stored separately, otherwise ArcMap cannot process it. In Excel, X and Y coordinates shall be placed in separate fields and the coordinate system identified.

Metadata: Metadata must be included in the final GIS deliverable. Metadata for each individual dataset shall be populated to meet basic data population standards as identified in the ESRI standard template. Additional data shall be provided within the Abstract or Purpose as appropriate including, but not limited to:

- The name description, abstract, and purpose of the data set or layer.
- The source of the data and any related data quality information such as accuracy and time period of content.
- Describe GPS and field equipment used.
- Described the data collection method or survey protocols used; a report citation can suffice.
- Define all codes used in the data fields in the appropriate attribute definitions.

- Describe ranges of numeric fields and the meaning of numeric ranges.
- Define all fields and attributes not in SDSFIE in the attribute definitions
- Provide a point of contact to provide answer to technical questions.

Spatial Data Review: The digital geographic maps, related data, and text documents shall be included for review in the draft and final 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 Recipient shall incorporate review comments to data and text prior to approval of the final submittal.

Photographs.

The Recipient will document and record pertinent aspects of the work using 35-millimeter color slide film or digital imagery. The Recipient will provide film, camera, and development. All original photographs shall be appropriately labeled with information to include:

date
 location (specific place and Installation)
 subject/activity
 activity documented,
 identification of any people in the picture
 photographer.

8. Final Report. The Recipient shall incorporate all comments, suggestion, or edits on the Draft Final Report into the Final Report. If the Recipient disagrees with the Navy's comments, the Recipient will provide a response to those items in a separate document as a comment matrix referencing the particular comment. The Recipient shall submit the Final Report within thirty (30) days from receipt of all Navy comments. The final report is to include color photographs documenting all aspects of this work in a 4 x 6 inch or similar-sized format. All digital film or original slides taken for this project shall become DoN property and shall be submitted as original film or in archival 20 slide sheets with the final report. All digital film or slides shall be appropriately labeled as indicated above. A total of *four* (4) copies with laser color copies, along with an electronic version of the final report are to be submitted to the CATR and Installation Representative (2 bound copies each) at their respective addresses. The electronic copy shall include the final report and all associated figures, tables, maps, photographs, etc. and shall be provided in both PDF and MS Word.

Base Task A: Naval Base Point Loma: Summary of Deliverables and Due Dates.

Document/Meeting	Number of Copies	Due Date
Kick-off Meeting	Minutes – 1 via email	K-O Meeting – Within 30 days after award Draft Meeting Minutes – within 5 business days after meeting Final Meeting Minutes – 5 business days after Navy comments
Work Plan	Draft – 1 via email Final – 1 via email	Draft – within 30 days after award Final – 2 weeks after Navy comments
Accident Prevention Plan & Activity Hazardous Analysis	Draft – 1 via email Final – 1 via email	Draft – within 30 days after award Final – 2 weeks after Navy comments
Monthly Status Reports (Small)	12 via email	Every other month, by the 5 th of the month
Draft Final & Final Report	Draft – 2 via email Final – 4 hard & bound	Draft – within 90 days after annual fieldwork completed Final – 30 days after Navy comments
Compilation of deliverables	4 on CD-ROM	With Final Report to incl. raw data, photos, and GIS shape files & .mxds

Base Task B: Mountain Warfare Training Center, Bridgeport: Summary of Deliverables and Due Dates.

Document/Meeting	Number of Copies	Due Date
Kick-off Meeting	Minutes – 1 via email	K-O Meeting – Within 30 days after award Draft Meeting Minutes – within 5 business days after meeting Final Meeting Minutes – 5 business days after Navy comments
Work Plan	Draft – 1 via email Final – 1 via email	Draft – within 30 days after award Final – 2 weeks after Navy comments
Accident Prevention Plan & Activity Hazardous Analysis	Draft – 1 via email Final – 1 via email	Draft – within 30 days after award Final – 2 weeks after Navy comments
Progress Reports (~Monthly)	8 via email	Very brief updates on project status through email not to exceed 1 page in length and only necessary when work has been performed Intended to carry through 1 breeding season with 1-2 additional reports for important acoustic progress
Progress Reports (Large)	Draft - 2 via email Final – 2 via email	Within 15 calendar days after the end of acoustic hardware installation Within 15 calendar days of netting Intent is to summarize these efforts with the intention of a long wait for acoustic data gathering, analysis, and the final report. These should show results and brief discussion but not include analysis.
Draft Final & Final Report	Draft – 2 via email Final – 4 hard & bound	Draft – within 90 days after retrieving the final acoustic data Final – 30 days after Navy comments
Compilation of deliverables	4 on CD-ROM	With Final Report to incl. raw data, photos, and GIS shape files & .mxds

J. DATA and PUBLICATION

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 32 CFR Subpart 32.6 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 Department of Navy on behalf of the Naval Base Point Loma” and/or “This research was funded by the Department of Navy on behalf of the United States Marine Corps, Mountain Warfare Training Facility.”, as appropriate.

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 Department of the Navy/Marine Corps 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.

K. 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 for NBPL shall be directed to the NBPL Public Affairs Officer Sharon StephensonPino, telephone (619) 553-0090, for MWTC shall be directed to the MWTC Public Affairs Officer Doug Power, telephone (760) 932-1661, and Public Affairs Officer at NAVFAC SW through the CATR.

L. SAFETY

The Recipient will be required to develop a site-specific Health and Safety Plan and Accident Prevention Plan when any fieldwork is conducted. 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 is 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 handing 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 feet of high voltage lines, or high pressure gas, steam, or water lines
- Field work involving the surveying and monitoring of wildlife

If the project involves a potentially hazardous activity, the Recipient shall develop an Accident Prevention Plan (APP), Activity Hazardous Analysis (AHA) and site-specific Health & Safety Plan (HASP), and submit the AHA and HASP as attachments to the APP to the CATR.

Include a job hazard analysis in the HASP for all tasks reasonably anticipated to be performed as part of this scope of work. As a minimum, references used to develop the site-specific plan are: EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual (November 2015 or the latest edition), and Local Activity safety plans and standard operating procedures. When developing the HASP, 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 Health & Safety Plan 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 Final Health & Safety Plan has been reviewed with each Recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

A Draft and Final Accident Prevention Plan and Health and Safety Plan will be submitted concurrently with the Work Plan but shall be printed under a separate cover from the Work Plan. The Health and Safety Plan shall be immediately accessible to the Site Safety Officer 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.

M. 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.

N. 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 M, including coverages specified in Attachment B 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 N 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 B, 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 Section N, the Recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in Section N, 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 Section N, 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 Section N, 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.

O. PAYMENTS

1. Partial payments equal to the amount of work accomplished may be made quarterly during the fieldwork portion; after submittal of the draft report; and after receipt of the final report.
2. The final payment of 20 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section I 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. See Attachment WAWF Instructions for instructions on payment procedures.

P. 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.fsrs.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.fsrc.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

ATTACHMENT A – Report

DRAFT AND FINAL REPORT FORMAT

The Final Report shall follow the formats described by Messmer, T.A and M.L. Morrison 2006. Unified Manuscript Guidelines for the Wildlife Society Peer-Reviewed Publications. Journal of Wildlife Management, 70(1): 304-320, as appropriate, with the following outline:

- i. Title page showing the title, date, Cooperative Agreement Number, and Installation Representative and CATR contact information.
- ii. Sub-title page showing:
 - (a) Title
 - (b) “Prepared by” listing with affiliations
 - (c) “Prepared for” listing, and shall include the Installation representative location
 - (d) “Under contract to” listing, and shall include the CATR representative location
 - (e) Date
 - (f) Recommended citation
- iii. Table of contents, arranged as follows:
 - (a) Table of contents
 - (b) List of tables
 - (c) List of figures (photographs are considered figures)
 - (d) References/literature cited
 - (e) List of appendices
- iv. Abstract
- v. Introduction
- vi. Study Area
- vii. Methods
 - (a) This section should not be quantitative in nature, but should include information such as specific hours of the day, days of week that surveys/observations were accomplished, survey procedures, equipment used, etc.
 - (b) Each method used to acquire data must be explained in sufficient detail such that another researcher could duplicate the study.
 - (c) Each statistical technique used must be accompanied by a justification and explanation as to why that particular test was chosen to analyze the data set.
- viii. Results at a minimum include:
 - (a) Data collected from tasks identified. Data are to be presented using both tables and figures. Cumulative analyses of data collected by previous contractors shall include where appropriate and scientifically meaningful.
 - (b) Total person-hours spent on each major task or at each site, by some other identifier that would enable the reader to specifically quantify total person-hours spent on each significant activity.
- ix. Discussion. At a minimum, this section shall include:

- (a) A biologically meaningful synthesis and discussion of current and past results and with other recent studies obtained from the most updated scientific manuscripts, including unpublished scientific literatures (e.g., gray literature), if available.
- (b) Relevant work from previous research conducted, as appropriate, particularly in reference to long-term data collection and cumulative analyses.

x. Conclusions and Management Implications

- (a) Provide a summary highlighting the important factors influencing species detected and relative activity at each station.
- (b) Provide a list of recommendations for future monitoring or management actions.

xi. Acknowledgments

Include the following statement: "This research was funded by *Naval Base Point Loma*" and/or "This research was funded by the *Marine Corps Mountain Warfare Training Center, Bridgeport*".

xii. Appendices.

xiii. Electronic Appendices. Two copies of each Appendix shall be submitted on CD-ROM(s) as described. 'Read Only' formatted files will not be accepted. The CD ROM(s) shall include an ASCII text file labeled README. The README file is to describe the contents of each CD and the total number of CDs. Should the Installation Representative and/or CATR have problems loading the data into the Navy's database, or should the data be incorrectly recorded, the Recipient will work with the CATR and/or Installation Representative to correct the problem. Successful loading of the data must be accomplished within 30 days after submission to the CATR.

- (a) An inventory (to be included as an Appendix) of all equipment and supplies $\geq \$5000$ purchased under this Agreement. The Recipient's property management standards for equipment acquired with Federal funds and federally-owned property shall include all of the following:
 1. Records for equipment and federally-owned property shall be maintained accurately and shall include the following information:
 - a. A description of the equipment or federally-owned property.
 - b. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
 - c. Source of the equipment or federally-owned property, including the award number.
 - d. Whether title vests in the recipient or the Federal Government.
 - e. Acquisition date (or date received, if the property was furnished by the Federal Government) and cost.
 - f. Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to property furnished by the Federal Government).
 - g. Location and condition of the equipment or federally-owned property and the date the information was reported.
 - h. Unit acquisition cost.
 - i. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Recipient compensates the DoD Component that made the award for its share.
 2. Property owned by the Federal Government shall be identified to indicate Federal ownership.
 3. A physical inventory of equipment and federally-owned property shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between

quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment or federally-owned property.

- (a) An electronic copy of the report (text, tables and figures) shall be submitted with the final report in a format readable by Microsoft Word.
- (b) All databases containing raw data and all associated electronic data summary and analytical files shall be formatted in Excel, Word, Dbase IV, or any compatible Microsoft database software. Microsoft ACCESS files shall include all queries, reports, tables etc.
- (c) All electronic source files for tables and figures shall be labeled and submitted.
- (d) Electronic versions of all appendices printed in the FAR in formats readable by Microsoft Word or Excel.
- (e) Electronic copies of all GIS coverages developed as part of this Agreement shall be submitted with the final report. These coverages shall be compatible with the existing GIS.

ATTACHMENT B – Self-insurance Requirements

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 that 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 Naval Base Point Loma and Marine Corps Mountain Warfare Training Center, Bridgeport under this Cooperative Agreement, No. N62473-19-2-0024."

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

ATTACHMENT C - Non Self-insured Requirements

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 Naval Base Point Loma and Marine Corps Mountain Warfare Training Center, Bridgeport under this Cooperative Agreement, No. N62473-19-2-0024."
- 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 D – WAWF Instructions

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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:

N62473-19-2-0024.

(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.**Not Applicable.**

(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/ECOMP
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N62473/ECOMP
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62473/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.

NAVFAC_SW_ECOMP_inspector@navy.mil

AND

lisa.lyren@navy.mil

AND

david.k.mcnaughton@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)