

**STATEMENT OF WORK  
RANGEWIDE MONITORING AND MANAGEMENT OF FLAT-TAILED HORNED LIZARDS  
U.S. BUREAU OF LAND MANAGEMENT AND DEPARTMENT OF DEFENSE MANAGED LANDS  
(Period of Performance: 12 Months from date of award)**

**May 2020**

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**A. INTRODUCTION**

This is a cooperative effort of the United States (U.S.) Navy, Navy Facilities Engineering Command, Southwest Division (NAVFAC SW) to support rangewide monitoring and management of flat-tailed horned lizard (FTHL). The purpose is to continue proactive management of the species in accordance with the FTHL Rangewide Management Strategy (RMS), and in coordination with the FTHL Interagency Coordinating Committee (ICC) and RMS Management Oversight Group. NAVFAC SW will award a Cooperative Ecosystem Studies Unit (CESU) Agreement to conduct a comprehensive comparative landscape genomics analysis of FTHL populations occupying management areas in the vicinity of Imperial County, California and Yuma County, Arizona.

The study will include analysis of samples collected throughout the range of the species. Sampling locations will include U.S. Bureau of Land Management (BLM) and U.S. Navy managed lands, and other locations within the species' range. Samples will be collected and/or analyzed and incorporated into a comparative analysis to provide baseline information on the variation in key population parameters between management areas. The analyses will provide critical assessments of how variables may interact to affect FTHL populations. The approach will combine landscape and habitat analyses with quantification of population parameters using genomic sequencing. This effort will demonstrate the utility of the landscape genomics approach and establish the necessary tools and techniques to achieve the vision of a long-term rangewide genomic monitoring project.

**B. PURPOSE**

The purpose of this Agreement is to provide genetic analysis of FTHL populations within BLM and U.S. Navy managed lands, including Naval Air Facility El Centro in the West Mesa Management Area, BLM administered lands in the East Mesa Management Area, and other locations within the species' range. The Cooperator will collect and analyze samples and incorporate the data into a comparative analysis to provide baseline information on the variation in key population parameters between management areas. The Cooperator will incorporate existing data for sampled tissues collected from the Yuma Desert Management Area (collected under a separate agreement) into the comparative analysis. The analyses will provide critical assessments of how key natural and anthropogenic variables may interact to affect population structure and connectivity. The approach will combine analyses of landscape and habitat using Geographic Information System (GIS) tools with high-resolution quantification of population parameters using genomic sequencing.

**C. LOCATION**

The location of the work is in Imperial, San Diego, and Riverside Counties, California and Yuma County, Arizona.

**D. DESIGNATED REPRESENTATIVES**

1. The Cooperative Agreement Administrator (CAA) is Ms. Kellie Wilson, Contract Specialist Environmental Acquisition Core, Naval Facilities Engineering Command, Southwest, 937 N. Harbor Drive, San Diego, CA 92132. Phone (619) 532-2090; email [kellie.wilson@navy.mil](mailto:kellie.wilson@navy.mil).

2. The Cooperative Agreement Technical Representative (CATR) is Dr. Robert Lovich, Natural Resources Specialist for Naval Facilities Engineering Command, Southwest Division, 1220 Pacific Highway, San Diego, CA 92132. Phone (619) 532-1478; email robert.lovich@navy.mil.

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

3. The BLM Representative is Ms. Erica Stewart, Wildlife Biologist, U.S. Bureau of Land Management, 7341 E 30th Street, Yuma, AZ 85365. Phone (928) 317-3250; email estewart@blm.gov.
4. The Naval Air Facility El Centro Installation Representative (IR) is Mr. Robert Powell, Natural Resources Specialist, Naval Air Facility El Centro, 1605 3rd St. Bldg. 504, El Centro Ca. 92243. Phone (760) 339-2530; email robert.j.powell4@navy.mil.

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

The period of performance covered by this CESU Agreement is 60 months upon award. The period of performance consists of a 12-month Base Period and four (4) 12-month Option Task. The Option Task are subject to the availability of funds and may be awarded unilaterally throughout the duration of this Cooperative Agreement. The total duration of this agreement, including the Option Task and any time-extension modifications, shall not exceed 60 months.

#### **F. MATERIAL AVAILABLE FOR REVIEW**

A fifteen (15) day period, starting on date of award, will be used for the CESU Agreement awardee (Cooperator) to provide preliminary documents to NAVFAC SW. Documents include, but are not limited to, Insurance documents or certificates, Accident Prevention Plans/Site Health and Safety Plans (as applicable), Work Plans, etc. Cooperator may not begin performance before preliminary documents are submitted and accepted/approved as appropriate.

#### **G. GENERAL REQUIREMENTS**

##### **i. Background**

The flat-tailed horned lizard (*Phrynosoma mcallii*) is a small iguanid lizard which occurs in the desert valleys of south-central and southeastern California, extreme southwestern Arizona, and adjacent areas of Sonora and Baja California, Mexico. Its habitat is primarily sandy, low-lying plains of the Lower Colorado River valley in some of the driest areas of the Sonoran Desert. This species is most

often associated with creosote-white bursage scrub. The geographic range of FTHL includes populations located in the southwestern U.S. and northwestern Mexico. These populations are found in a wide range of micro-habitat types and are characterized by considerable ecological variation. Like many wide-ranging species, multiple environmental, ecological, and anthropogenic factors interact to shape the diversity, connectivity, effective population size, and long-term stability of FTHL populations. FTHL is vulnerable due to habitat loss, habitat degradation, and direct mortality from on- and off-road vehicles.

FTHL has been periodically proposed for federal listing as threatened in 1997, 2003, 2006 and 2011. The first withdrawal from proposed federal listing in July 1997 was due in part to the FTHL RMS<sup>1</sup>, and the RMS is routinely cited as rationale for not listing the species. The RMS is the basis for a management program to maintain self-sustaining populations of FTHL. Substantial portions of two of the Management Areas (MAs) designated in the RMS (the East and West Mesa MAs) include Naval Air Facility El Centro (NAFEC) and BLM lands. The BLM and U.S. Navy are two of the signatory agencies of a 1997 Conservation Agreement for FTHL (RMS Appendix 1), and have incorporated RMS measures into their land management plans to assure that compliance with the National Environmental Policy Act (NEPA) and other applicable federal law is achieved. As part of its adaptive management approach, programs for monitoring FTHL population, distribution, and habitat disturbance have been established by these agencies. The U.S. Navy, BLM, U.S. Marine Corps, and other agencies have contributed greatly to the conservation of this species through their joint efforts and sharing of funds in the implementation of the RMS. Additionally, the BLM, U.S. Navy, U.S. Marine Corps, and multiple other agencies have representatives serving on the FTHL ICC which is engaged in proactive management of the species in accordance with the RMS.

Per the 1997 Conservation Agreement, the RMS calls for intensive systematic monitoring and management of the species with participation from a consortium of U.S. and Mexican agencies working collaboratively to ensure that extant populations remain stable. In 2003, the RMS was revised to establish new monitoring techniques. In addition to long-term monitoring, conservation goals identified in the RMS rely on the management of suitable habitat, a better understanding of FTHL ecology and of threats to long-term population stability, and an improved understanding of the status of FTHL across its range. A planning action included in the RMS is to determine genetic variation among FTHL populations and the effects of barriers on movements.

Over the past several years genomic approaches have become more sophisticated and cost-effective, and genomic tools have moved to the forefront of monitoring and management of vulnerable species. Each individual FTHL carries evolutionary and ecological information in its genome, and the tools to read and make sense of this information are now readily available. By incorporating genomic analyses into range-wide monitoring and management, the ICC will be able to provide definitive answers to questions about population size, viability, and connectivity; all questions that are difficult to address with traditional ecological data alone.

## **ii. Objective**

The RMS details several research objectives, including research “that will promote the conservation of FTHL or desert ecosystems and will provide information needed to effectively define and implement

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<sup>1</sup> Flat-tailed Horned Lizard Interagency Coordinating Committee. 2003. Flat-tailed horned lizard rangewide management strategy, 2003 revision. 80 pp. plus appendices. Available online: [https://www.fws.gov/carlsbad/TEspecies/Documents/Flattailed\\_horned\\_lizard/PDFs/RMS%20-%20Final%202003.pdf](https://www.fws.gov/carlsbad/TEspecies/Documents/Flattailed_horned_lizard/PDFs/RMS%20-%20Final%202003.pdf)

necessary management actions”. Detailed in the objectives of RMS Planning Action 8 is the need to address effects of paved roads, highways, border fencing, and other anthropogenic impacts on habitat, and the genetic effects of both human-made and natural landscape barriers. This study will support fulfillment of this and other RMS research objectives.

The study conducted under this Agreement will incorporate genomic surveying and documentation into long-term demographic monitoring of the species, which will provide critical information needed to maintain stable populations. This initial multi-scale genomic monitoring strategy will establish important baselines for future comparative work and provide critical answers to management questions. By incorporating periodic genomic analyses into range-wide monitoring and management, the ICC can provide definitive answers to questions about population size, viability, and connectivity. This project will also provide the training and expertise necessary for genomic sampling to expand rangewide for this species. Institutionalizing the sampling regime developed by this study will greatly increase the utility of ongoing monitoring efforts as the ICC continues proactive management of FTHL and maintaining its current status.

### **iii. Approach**

NAVFAC SW will award a Cooperative Ecosystem Studies Unit Agreement to conduct a comprehensive comparative landscape genomics analysis of FTHL populations. This is a 5-year effort designed to establish a long-term, rangewide genomic monitoring plan for the FTHL and to complete fine-scale landscape genomics analyses at two of the ICC FTHL management areas. Under this Agreement, a comprehensive comparative landscape genomics analysis will be conducted of FTHL populations occupying the West Mesa MA and the Yuma Desert MA. The Cooperator will collect samples for FTHL populations occupying the West Mesa MA, and also incorporate existing genomic sampling for populations of FTHL occupying the Barry M. Goldwater Range in the Yuma Desert MA that was conducted as part of a separate effort<sup>2</sup>.

This study will include fine-scale, detailed analyses that leverages traditional monitoring and demographic data with genomic analyses. Analysis of data collected from the MAs will be used to develop guidance for the establishment of a major, long-term genomic monitoring effort that can be implemented throughout the range of the species. The project will produce documentation and guidance for the establishment of a major, long-term genomic monitoring effort for use by the ICC as it continues monitoring and managing FTHL to maintain its current status.

## **H. SPECIFIC REQUIREMENTS**

The Cooperator will provide expertise, salary, training and support of the primary researcher(s) managing the project, and undergraduate research interns providing the person-hours necessary for intensive field sampling.

### **Task 1: Flat-tailed Horned Lizard Sampling**

Under this Agreement surveys would be conducted and tissue samples taken from FTHL in the vicinity of El Centro, California. Sampling locations may include BLM and U.S. Navy managed

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<sup>2</sup>Samples are being collected in the Yuma Desert Management Area as part of a separate effort funded by the Department of Defense and Bureau of Reclamation. This genomic sampling and analyses effort for FTHL occupying the Barry M. Goldwater Range is being conducted concurrently under separate agreement.

lands, including Naval Air Facility El Centro in the West Mesa MA, and, depending on capture success rate, BLM administered lands in the East Mesa MA and other locations within the species' range. The study will also use existing samples and data from the Yuma MA. Samples will be analyzed and incorporated into a comparative analysis.

## **Task 2: Integrating Fine-Scale Landscape Genomics**

The landscape genomic approach will include initial comparative assessments of the West Mesa MA and the Yuma Desert MA (and possibly the East Mesa MA and/or other locations) to provide a framework for implementing rangewide genomic monitoring that incorporates standardized tissue sampling and periodic genomic analyses. The Cooperator will perform analyses that provide assessments of how natural and anthropogenic variables may interact to affect population structure and connectivity. The approach should combine 1) analyses of landscape and habitat using Geographic Information System (GIS) tools with 2) high-resolution quantification of population parameters using genomic sequencing.

The study conducted under this Agreement will leverage existing data on Yuma populations and incorporate the West Mesa MA into a comparative framework that demonstrates the utility and efficiency of periodic range-wide genomic monitoring. The Cooperator will combine genomics data from populations in the Yuma Desert MA and West Mesa MA to establish genomic sampling as a core practice in the ongoing ecological monitoring and management of FTHL.

### **Methods**

For this comparative assessment, Cooperator will conduct surveys and sampling within six focal sites in the West Mesa MA: Dog Head North, Dog Head South, Super, Parachute Drop Zone, Target 103, and San Sebastián Marsh. These sites feature a range of variation in vegetative communities and landscape elements, including anthropogenic features, soil type, and topography. Habitat assessments will be conducted at all sampling sites. Sampling will include collecting and genotyping approximately 360 (60/site) lizards within the West Mesa MA. The East Mesa MA may be surveyed/sampled in addition if sufficient lizard samples cannot be collected in the West Mesa MA. Sampling for genotyping, i.e., DNA collection, will be conducted using methods determined in coordination with the ICC. Precipitation and temperature data from nearby weather stations will be incorporated into the analyses. Data for sampled tissues collected from the Yuma Desert MA (under a separate agreement) will be incorporated into the comparative analysis to provide critical baseline information on the variation in population parameters between management areas.

Habitat assessments at all sites will be combined with high-resolution genomic data. Cooperator will genotype captured individuals for comparison with existing and future FTHL genetic data. Bioinformatic software will be used to assess genetic diversity, effective population size, recent population bottlenecks, population connectivity, and local adaptation. Cooperator will then integrate population genomic patterns into a GIS model that overlays genetic information onto multiple spatial layers containing data on anthropogenic features, vegetation type, soil, precipitation, slope, aspect, elevation, and landscape rugosity. Cooperator shall use statistical models to evaluate interacting effects of landscape and ecological variables on genetic patterns. These approaches should identify key population parameters associated with viability; determine which populations are experiencing expansion or contraction; which populations may be acting as sources or sinks; and make an initial assessment of landscape variables that may impede or facilitate diversity and connectivity.

## **Timing and Coordination**

West Mesa/Long-Term Sampling will incorporate the West Mesa MA as an additional fine-scale genomic cluster and institutionalize genomic sampling into ICC practices.

### West Mesa Management Area

Lizard collection will take place over three active seasons (2020-22) with an additional year of collection in 2023 as needed to bolster sampling at critical sites of interest identified through preliminary genomic analyses. Computational and bioinformatic analysis will be conducted concurrently, and resultant genomic data will be incorporated into GIS landscape analyses. Cooperator will produce reports annually, as well as manuscripts needed to publish at least one major scientific paper in an open-access journal. Field technicians, e.g., undergraduate student research interns, will be trained and mentored by the Cooperator. Robert Powell is the IR at the El Centro Naval Air Facility and will facilitate work within the West Mesa MA.

### Long-Term Genomic Sampling

The Cooperator will work with the ICC to coordinate and conduct genomic training sessions throughout the five year funding period. The Cooperator will supply field kits to all personnel involved in population monitoring and demography of FTHL that contain supplies and detailed instructions for sampling tissues. The Cooperator will work directly with field personnel to train and evaluate proficiency to ensure that genomic sampling is following best practices for animal health, tissue preservation, and databasing. The Cooperator will oversee databasing and tissue storage at the Burke Museum Genetic Resources collection, in coordination with ICC personnel. Over the five-year period, this effort will institutionalize genomic tissue collection within the standard practices of the ICC. Results will lead to data-driven management recommendations designed to enhance conservation of FTHL populations throughout the species' range. Cooperator will produce documentation and guidance for the establishment of a major, long-term genomic monitoring effort.

### Requirements for Base Period and each Option Item

Base Period (fiscal year [FY] 2020): Survey and sampling will take place during the appropriate active season. Coordinate and conduct genomic training sessions. Conduct analyses. Produce written reports and manuscripts.

Option Item 1 (FY 2021): Survey and sampling will take place during the appropriate active season. Computational and bioinformatic analysis (preliminary genomic analyses) will be conducted for resultant genomic data to be incorporated into future GIS landscape analyses. Coordinate and conduct genomic training sessions. Conduct analyses. Produce written reports and manuscripts.

Option Item 2 (FY 2022): Survey and sampling will take place during the appropriate active season. Computational and bioinformatic analysis (preliminary genomic analyses), and resultant genomic data will be incorporated into GIS landscape analyses. Coordinate and conduct genomic training sessions. Conduct genotyping, with databasing and tissue storage at the Burke Museum Genetic Resources collection, in coordination with the ICC. Conduct analyses. Produce written reports and manuscripts.

Option Item 3 (FY 2023): Additional year of survey and sampling during the appropriate active seasons to bolster sampling at critical sites of interest identified through preliminary genomic analyses. Resultant genomic data will be incorporated into GIS landscape analyses. Coordinate and

conduct genomic training sessions. Conduct genotyping, with databasing and tissue storage at the Burke Museum Genetic Resources collection, in coordination with the ICC. Conduct analyses. Produce written reports and manuscripts.

Option Item 4 (FY 2024): Produce documentation and guidance for the establishment of a major, long-term genomic monitoring effort. Publish one major scientific paper in an open-access journal.

## **I. MEETINGS/COORDINATION**

The Cooperator shall attend a pre-work kick-off meeting prior to work for the initial Base Period of work and a meeting for each subsequent Option Item (year) of Cooperative Agreement performance. The meeting may include the CATR, IR, the Cooperator, and others if deemed pertinent. The purpose of the meeting is to discuss any questions the Cooperator may have regarding the Cooperative Agreement, explain Installation access and security requirements/ restrictions, discuss field schedules, develop priorities/study areas, provide any Work Plan updates, and discuss other pertinent information which could have a bearing on the work to be performed. The Government shall furnish relevant reports and GIS as applicable specific to this Statement of Work.

## **J. SUBMITTALS and SCHEDULES**

### **i. Health and Safety Plan/Accident Prevention Plan**

The Cooperator shall submit one electronic copy of the draft Health and Safety Plan (HSP) and Accident Prevention Plan (APP) within 30 days of the work kick-off meeting. See **Section M** Safety below for details on the SHP/APP. It is anticipated that this project will qualify for the Abbreviated APP. The APP is required prior to conducting field work. The final SHP/APP is due within 15 days after receipt of Government comments.

### **ii. Work Plan**

The Cooperator shall submit an electronic copy of a project Work Plan within 30 days of the work kick-off meeting. The Work Plan should indicate project milestones and level of effort to fulfill the requirements of this Statement of Work, and provide a comprehensive and detailed summary of the proposed methodology. The plan shall adequately address approach and schedule for data collection, mapping, and reporting for the project. Cooperator shall update Work Plan on an annual basis, and/or as needed during each year that this Cooperative Agreement is active.

### **iii. Annual Reports**

The Cooperator shall submit reports each year this Cooperative Agreement is active. Annual reports shall be submitted electronically for Base Period (FY 2020), Option Item 1 (FY 2021), Option Item 2 (FY 2022), and Option Item 3 (FY 2023). Reports shall include details about the work completed to date as well as work planned for the next year. Electronic copies of all field data collected, data sheets, and electronic databases (including GIS data) are to be submitted with the annual reports. These reports may include genomic analyses data and results, GIS, photos, and maps as needed to provide information and coordination with the Navy, the ICC, and RMS Management Oversight Group. Photographs shall be labeled by date, location, and species.

### **iv. Final Reports/Publication**

The Cooperator shall produce two deliverables for Option Item 4 (FY 2024): **1)** documentation and guidance for the establishment of a major, long-term genomic monitoring effort; and **2)** a scientific paper for publication in an open-access journal. Details on draft and final submittal requirements are outlined below. Documentation should include cover page, table of contents, executive summary, introduction, methods, and discussion/recommendations, as appropriate. Documentation shall provide GIS maps and data detailing the landscape genomics analysis. Documentation shall detail genomic training, instructions, and methodology for population monitoring and demography of FTHL; and the recommended approach to expand genomic sampling rangewide for this species.

### Draft Reports

The Cooperator shall submit two (2) digital copies via email (1 PDF and 1 Microsoft Word) of the draft documents and draft GIS data to the CATR within **three (3) months** of finalizing genomic analyses and GIS landscape analyses, by **30 January 2024**, or as coordinated with the CATR. Reporting will include, at a minimum, a summary of the methods and materials used, survey or effort findings throughout the Cooperative Agreement period, and recommendations for future efforts.

The Government will review the draft documentation and provide comments and/or modifications to the Cooperator for incorporation into the reports.

If the Government has requested report modification to which the Cooperator takes exception, a meeting or telephone conference will be held to resolve these differences. If there are unresolved differences, the Cooperator will address these in a separate document submitted to the CATR and provide a copy to the CAA.

Cooperator shall provide additional drafts (if applicable) to the CATR within **30 calendar days** upon receipt of draft review comments.

### Final Reports

The Cooperator shall summarize all review comments in the documentation to be submitted to the CATR within **45 calendar days** of receipt of review comments on the final Government-approved draft documents

The documents shall, as appropriate, contain color photographs and maps. All electronic photographs are to be labeled with the subject of the photo, identification of all persons in the photo, location of the photo, and date of the photo. Photographs used in the reports are to remain as Government property and are to be provided to the CATR electronically with submission of the final documents.

The final documents shall be submitted with all of the information contained in the draft reports as modified by Government comment. All hard and electronic copies of the final reports shall have high color-quality maps and photos.

The Cooperator shall submit **four (4) hard copies (two [2] bound hard copies to the CATR and two [2 bound] to the IR)** and **three (3) electronic/digital copies** containing a Microsoft Word version, a searchable (Optical Character Recognition [OCR]) PDF, and any associated data (including final GIS, datasheets, and photos) to the CATR and IR.

### Report Format

The Draft and Final documents shall be submitted on 8 ½ by 11 inch paper with 11 x 17 fold-out maps or tables, as appropriate. Digital formats will include both MS Word and PDF files that is compatible with Microsoft Office 2010 and Adobe Acrobat Reader. Hard copy Final Reports that are bound should be bound with comb binding that includes a clear plastic cover sheet. (Other binding alternatives may be acceptable with prior approval by the CATR.)

**v. GIS Data**

The Cooperator shall submit any new GIS data generated following the guidelines in **SPECIFICATIONS FOR DIGITAL DATA (Appendix A)**. GIS data will be reviewed by the CATR and not considered finalized until all comments have been incorporated and data accepted by the Government. GIS data (and any other pertinent data) shall be submitted each year that this Cooperative Agreement is active.

**Cooperator agrees submit the following deliverables:**

<b>Deliverable (format)</b>	<b>Due Date</b>
Health and Safety Plan/ Accident Prevention Plan (electronic)	Within 30 days of the pre-work kick-off meeting, and prior to field work. Final SHP/APP due within 15 days after receipt of Government comments.
Work Plan (electronic)	Within 30 days of the kick-off meeting or as coordinated with the CATR. Periodic updates will be determined through adaptive management and as coordinated with the CATR.
Annual Reports (electronic)	Prior to the end of the FY in which work occurred, or as coordinated with the CATR
Final Report/Publication (Draft) (electronic)	Within three (3) months of finalizing genomic analyses and GIS landscape analyses, by 30 January 2024, or as coordinated with the CATR
Final Report/Publication (Final) (electronic and hard copies)	Within 45 days after receipt of final Government comments

**Government Furnished Items:**

The Government shall furnish relevant reports and GIS as applicable specific to this Statement of Work.

**Cooperator Furnished Items:**

The Cooperator shall provide all labor, management, supervision, permits, tools, materials, supplies, travel, lodging/subsistence, transportation and services to perform the requirements of this Statement of Work.

**K. DATA AND PUBLICATION**

1. This Cooperative Agreement is subject to, and Cooperator shall comply with, 2 CFR 200.315 concerning “Intangible Property,” which includes use of research data. Any information or data protected

by federal law will be identified by the Government prior to being provided to Cooperator and the Government will notify the Cooperator in advance of applicable limitations on such information. Except for 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 Cooperative Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The Department of the Navy (DoN) acknowledges and agrees that the Cooperator's fundamental consideration in performing the research under this Cooperative Agreement shall be Cooperator's right to publish the results of such research for academic and scientific purposes. The Cooperator shall submit, for review and comment, any proposed professional, scientific or non-scientific report, paper or note published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this Cooperative Agreement to the DoN 14 days prior to the submission of the work mentioned above.

2. The acknowledgements for any paper or presentation resulting from this work shall acknowledge the funding of the United States Government and shall be coordinated with NAVFAC and NAFEC prior to publishing/dissemination.
3. Any publications resulting from this work shall be provided at no cost to the DoN in quantities jointly determined by the DoN representative and the Cooperator at the time of publication.
4. The Cooperator shall be responsible for ensuring all personnel participating in activities under this Cooperative Agreement have read and acknowledged the DATA AND PUBLICATION provisions of this Cooperative Agreement.

#### **L. RELEASE OF INFORMATION**

The Cooperator shall not respond to any inquiries about this Cooperative Agreement from the news media or non-governmental organizations or other persons during the term of this Cooperative Agreement unless it has first consulted with the Government and a determination appropriately made by the cognizant Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the Public Affairs Officer at the Installation and Public Affairs Officer at NAVFAC SW through the CATR and CAA.

#### **M. SAFETY**

The Cooperator 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 EV Safety Office to check if the project may qualify for the Abbreviated APP, prior to directing the Cooperator 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 Agreement, 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 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 EV Safety Office prior to directing the Cooperator 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 Cooperator shall certify to CATR that the final APP, SSHP and AHA have been reviewed with each Cooperator employee working on this CA 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 Agreement. The SSHO is required to have completed the 10-hour OSHA Safety Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (February 2012) change 2, 08/13. The Cooperator 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 EV Safety Office.

**Site Assist Visit (SAV).** While the Cooperator is performing the job on-site, a NAVFAC EV Safety representative may perform an SAV. The Cooperator 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 Cooperator 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 US Government shall not be responsible for the loss of or damage to property of the Cooperator and/or his/her representatives, or for personal injuries to the Cooperator and/or his/her representatives arising from or incident to the use of government facilities or equipment. Cooperator 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 Cooperator, 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 Cooperator, 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 Cooperator 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 US Government property by the Cooperator, its officers, agents, servants, employees, or invitees, the Cooperator, at the election of the US Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the US Government.

## **O. INSURANCE**

1. At the commencement of this Cooperative Agreement, the Cooperator shall obtain, from a reputable insurance company or companies satisfactory to the US Government, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of \$1,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Cooperator, its employees, agents or contractors under this Cooperative Agreement. The Cooperator shall require the insurance company or companies to furnish the US Government with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

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

2. All insurance required of the Cooperator hereunder shall be in such form, for such periods of time and with such insurers as the US 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 US Government of written notice thereof, regardless of any prior act or failure to act or negligence of the Cooperator or the US Government or any other person concerning such amount or change in coverage.

3. The Cooperator at its sole cost and expense, may insure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of this Section O, including coverages specified in **Attachment A** hereof. Cooperator shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of **Attachment A** to this Cooperative Agreement. (The self-insurance clause is applicable only to

appropriate state and local governments and qualifying institutions of higher education who provide evidence of a self-insurance program in accordance with this Section and **Attachment A**, Section 2.).

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

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

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

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

## **P. PAYMENTS**

1. Partial payments equal to the amount of work accomplished may be made quarterly during the field work and data analyses portions; after submittal of the draft report; and after receipt of the final report.

2. The final payment of 20 percent of the value of each Base Period/Option Item in the Cooperative Agreement shall be paid when the annual/final report and all other submittals for each Base Period/Option Item listed in **Section J** have been received and accepted by the CATR.

3. Any requirement for the payment or obligation of funds, under the terms of this Cooperative 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 Cooperative 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.

**Q. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING**

Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsr.gov> for each first-tier subcontract:

- (a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
- (b) Name of the subcontractor.
- (c) Amount of the subcontract award.
- (d) Date of the subcontract award.
- (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (f) Subcontract number (the subcontract number assigned by the Contractor).
- (g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (i) The prime contract number, and order number if applicable.
- (j) Awarding agency name and code.
- (k) Funding agency name and code.
- (l) Government contracting office code.
- (m) Treasury account symbol (TAS) as reported in FPDS.
- (n) The applicable North American Industry Classification System (NAICS) code.

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

- (a) In the Contractor's preceding fiscal year, the Contractor received –
  - (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.

78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

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

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

**END**

## 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 on U.S. Navy managed lands under this Cooperative Agreement, No. N62473-20-2-0008."

**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 US 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 on U.S. Navy managed lands under this Cooperative Agreement, No. N62473-20-2-0008."
- e. Loss, if any, under this policy shall be adjusted with Cooperator and the proceeds, at the direction of the US Government, shall be payable to Cooperator, and proceeds not paid to Cooperator shall be payable to the Treasurer of the United States of America."

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

## ATTACHMENT B

### WAWF INSTRUCTIONS

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

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

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

**N62473-20-2-0008.**

(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.

ECOMP

(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	<b>N68732</b>
Issue By DoDAAC	<b>N62473/ECOMP</b>
Admin DoDAAC	<b>N62473/ECOMP</b>
Inspect By DoDAAC	<b>N62473/ECOMP</b>
Ship To Code	<b>N/A</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Service Approver (DoDAAC)	<b>N/A</b>
Service Acceptor (DoDAAC)	<b>N62473/ECOMP</b>
Accept at Other DoDAAC	<b>N/A</b>
LPO DoDAAC	<b>N62473/ECOMP</b>
DCAA Auditor DoDAAC	<b>N/A</b>
Other DoDAAC(s)	<b>N/A</b>

(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](mailto:NAVFAC_SW_ECOMP_inspector@navy.mil)

[robert.lovich@navy.mil](mailto:robert.lovich@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.

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

(End of clause)

Please visit the link below for specific line item payment.

[https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_htm/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions)