



DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 17300
FORT WORTH, TEXAS 76102-0300

REQUEST FOR STATEMENTS OF INTEREST
NUMBER W9126G-22-2-SOI-3785
PROJECT TO BE INITIATED IN 2022

***Applicants must be a member in one of the Cooperative Ecosystem Studies Units (CESU):
Californian, Desert Southwest, or Pacific Northwest***

Project Title: SAN CLEMENTE ISLAND PREDATOR RESEARCH AND ECOSYSTEM MANAGEMENT PROJECT, SAN CLEMENTE ISLAND, NAVAL BASE CORONADO, CALIFORNIA

Responses to this Request for Statements of Interest will be used to identify potential investigators for a project to be funded by Commander, US Pacific Fleet (PACFLT), which provides professional and technical support for the Naval Base Coronado Natural Resources Program. **Approximately \$597,935** is expected to be available to support this project for the base year. Additional funding may be available for additional tasks and/or follow on work in subsequent fiscal years to the successful Recipient/Awardee.

Background:

San Clemente Island (SCI) supports a large number of endemic organisms. Some of these are listed as federally endangered or threatened species by the United States Fish and Wildlife Service (USFWS) (such as the San Clemente Loggerhead Shrike addressed herein), Endangered Species Act candidate conservation taxa, and/or listed by California Department of Fish and Wildlife. This project continues San Clemente Loggerhead Shrike recovery efforts and, in part, fulfills the Commander Navy Region Southwest's (CNRSW) responsibilities pursuant to the Sikes Act Improvement Act (16 USC 670 et seq) and CNRSW and PACFLT's responsibilities pursuant to the Endangered Species Act (16 USC 1531 et seq). Specifically, it meets the Navy's obligations under USFWS Biological Opinion FWS- LA-09B0027-09F0040 San Clemente Island Military Operations and Fire Management Plan (2008) and subsequent amendments, the Final Environmental Impact Statement/ Overseas Environmental Impact Statement Southern California Range Complex, and continued implementation of SCI Integrated Natural Resources Management Plan (INRMP) in support of the Navy mission.

Type of Award:

In accordance with the *Sikes Act* (Sec. 103A [16 USC 670c-1]) “the Secretary of a military department may enter into cooperative agreements with States, local governments, Indian Tribes, non-governmental organizations, and individuals” This project is in support of the Integrated Natural Resources Management Plan, as directed in the *Sikes Act*, and as a result, it is anticipated that a cooperative agreement through the CESU program will be awarded. Such awards may be administered through a CESU only upon mutual agreement and official authorization by both parties of the acceptance of the application of the CESU Network IDC rate (17.5%).

NOTE: Must be a non-federal partner in the Cooperative Ecosystem Studies Units (CESU) Program to be qualified to be considered. *In accordance with the 10 USC 670c-1, Sikes Act, projects for the implementation and enforcement of integrated natural resources management plans, priority shall be given to Federal and State agencies having responsibility for the conservation or management of fish or wildlife.*

Brief Description of Anticipated Work:

In order to perform this work successfully, the cooperator must have capabilities to support on site goals and objectives at Naval Auxiliary Landing Field San Clemente Island, Naval Base Coronado. This includes implementing protocols for Non-native Predators, providing assistance with the San Clemente Loggerhead Shrike Recovery Program, data analysis and reporting as outlined in the **Statement of Objectives (SOO)**. **“See Attached Draft Statement of Objectives”**

Period of Performance.

Base Effort - Work will begin from the date of award and extend 18 months in total. Fieldwork will occur for a minimum of the first 12 months of the period of performance, with annual and cumulative analyses and reporting occurring within the 18-month period of performance. These elements are non-severable.

Option Periods - Option period awards will occur 12 months after the base effort is awarded and annually thereafter for each option period. This allows for continuous fieldwork (each 12 months) with overlapping periods of performance for analyses and reporting. Thus, as shown below option period fieldwork will begin from the date of award and extend at least 12 months with an additional 6 months for reporting, totaling an 18-month period of performance for each Option Period (with 6 months of overlap with prior period) these are non-severable elements. Exercise of option periods is contingent on project conditions, needs, and available funding.

Base 18 Months	Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18												
Option Period 1 - 18 months				Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18									
Option Period 2 - 18 months								Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18					
Option Period 3 - 18 months										Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18			
Option Period 4 - 18 months													Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18

Optional Tasks - Each Optional Task may be awarded up to once at any point during the agreement's Base Period of Performance and up to once during each of the Option Periods depending on project conditions, needs, and available funding. Each Optional Task would have a period of performance of 18 months from date of award for non-severable elements.

Materials Requested for Statement of Interest/Qualifications:

Please provide the following via e-mail attachment to: sandra.justman@usace.army.mil and kathy.s.mitchell@usace.army.mil (Maximum length: 2 pages, single-spaced 12 pt. font).

1. Name, Organization, Cage Code, Duns number, and Contact Information
2. Brief Statement of Qualifications (including):
 - a. Biographical Sketch,
 - b. Relevant past projects and clients with brief descriptions of these projects,
 - c. Staff, faculty or students available to work on this project and their areas of expertise,
 - d. Any brief description of capabilities to successfully complete the project you may wish to add (e.g. equipment, laboratory facilities, greenhouse facilities, field facilities, etc.).

Note: A full study proposal and proposed budget are NOT requested at this time.

Review of Statements Received: All statements of interest received will be evaluated by a board comprised of one or more people at the receiving installation or activity, who will determine which statement(s) best meet the program objectives. Based on a review of the Statements of Interest received, an investigator or investigators will be invited to prepare a full study proposal. Statements will be evaluated based on the investigator's specific experience and capabilities in areas related to the study requirements.

Please send responses or direct questions to:

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Kathy Mitchell
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Timeline for Review of Statements of Interest: The RSOI is required to be posted for at least 30 days prior to the Government making a decision and requesting full proposals. Responses due by **COB 26 July 2022.**

[End of RSOI]

[See Attached Draft SOO]

STATEMENT OF OBJECTIVES
for
SAN CLEMENTE ISLAND PREDATOR RESEARCH AND ECOSYSTEM
MANAGEMENT PROJECT
FOR
NAVAL BASE CORONADO AND COMMANDER, US PACIFIC FLEET,
ENVIRONMENTAL PROGRAM, SAN CLEMENTE ISLAND, NAVAL BASE
CORONADO, CALIFORNIA

1.0 PURPOSE

1.1 The Naval Auxiliary Landing Field (NALF) San Clemente Island (SCI), Naval Base Coronado (NBC) environmental program ensures military mission activities are conducted in compliance with all applicable environmental laws, regulations and policies. Article I B of the master agreement states the objectives of the CESU are to: provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners; develop a program of research, technical assistance and education that involves the biological, physical, social sciences needed to address resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.

1.2 This work requires an onsite support person located on San Clemente Island, which is part of Naval Base Coronado, California. The work shall involve: non-native predator control focused on the San Clemente loggerhead shrike; non-native predator control island-wide to benefit the loggerhead shrike, San Clemente Bell's sparrow, island night lizard, western snowy plover, island fox, and other endemic fauna; non-native rat control and management at San Clemente loggerhead shrike nest, release and captive breeding sites; utilizing nest cameras and/or trail cameras to aid in predator management and listed species conservation; small mammal sampling to assess populations; research new techniques for non-native species control; assistance with fox management; and reporting and coordination.

2.0 AUTHORITY

2.1 This cooperative agreement will be awarded using the following authority:

- **16 U.S.C. § 670(c) (1) – (SIKES ACT),**

In agreement with the above stated goals, the recipient agrees to provide the necessary personnel, equipment, and materials required to implement activities to support the installation's commitment toward environmental stewardship to manage natural and cultural resources in a responsible way that has the least impact on military missions and is beneficial to the region. In addition, the activities performed by the recipient must be

completed in a manner conducive to guidelines outlined in the Endangered Species Act (16 USC 1531 et seq.), the Migratory Bird Treaty Act (16 USC 1361 et seq.), National Historic Preservation Act (54 U.S.C. 300101 et seq.), Native American Graves Protection and Repatriation Act (25 U.S.C. 3001 et seq.), the Archaeological Resources Protection Act (16 U.S.C. 470 et seq.), the National Environmental Policy Act (42 U.S.C. 4321 et seq.), applicable implementing regulations, Army Regulations 200-1, and any other applicable regulatory guidelines.

2.2 In accordance with section 6305 – *Using cooperative agreements* of the *Federal Grant and Cooperative Agreements Act of 1977* (31 U.S.C. § 6301 et seq.), all CESU projects must carry out a public purpose of support or stimulation, instead of acquiring goods or services for the exclusive direct benefit of the United States Government. Examples of carrying out a public purpose may include, but are not limited to, the following:

- Project results are made available to a wide audience (including nonfederal entities)
- Project results/outputs add to the scientific literature/knowledge base, with applicability and utility beyond the scope of the project footprint/study area
- Academic and other nonfederal partner institutions (and their personnel) gain professional experience, increase knowledge, and develop skills and abilities
- Students benefit from direct interaction with federal scientists, program and technical staff, and field unit managers

2.3 In accordance with section 6305 – *Using cooperative agreements* of the *Federal Grant and Cooperative Agreements Act of 1977* (31 U.S.C. § 6301 et seq.), substantial involvement is expected between the Department of Defense and the recipient when carrying out the activity contemplated by the cooperative agreement. The DoD agrees to participate at a national level in support of the CESU program as accepted in the Master MOU for the establishment and continuation of the CESU program Article II 1-4 and Article VI 1-7.

The installation further (hence DoD) agrees to provide substantial involvement as directed under the appropriate master agreement to include, but are not limited to, the following:

- NALF SCI NBC and Commander, US Pacific Fleet, (PACFLT) personnel are involved in development of study methodology, data gathering, analysis, and report writing.
- NALF SCI NBC and PACFLT personnel actively participate and collaborate in carrying out the project plan of work, reviews and approves activities, and helps train or select project staff or trainees.
- NALF SCI NBC and PACFLT incur in-kind or direct expenditures in carrying out the activities specified in the project agreement. These in-kind expenditures include providing shared office space to cooperator personnel, limited housing for research technicians, travel by airplane to and from NALF SCI, and providing staff time to collaborate and work on the project.

3.0 DESCRIPTION OF OBJECTIVES

3.1 Task 1: Non-native Predator Control

- (a) The recipient/cooperator will conduct non-native predator (i.e., feral cat) lethal control focused predominantly on the San Clemente loggerhead shrike protection, with secondary efforts to reduce the presence of non-native predators in accessible western snowy plover habitat, and occupied San Clemente Bell's sparrow and island night lizard habitat. Tertiary efforts shall focus on control of non-native mammalian predators island-wide, to benefit native avian species as prioritized by the Installation Biologist.
- (b) The cooperator will not carry out any deviation from established lethal control (i.e., hunting and trapping) protocols without prior review by the Shrike Working Group and approval by the Installation Biologist and PACFLT Conservation Program Manager.
- (c) The cooperator will investigate, identify and record the stomach contents of all dispatched feral cats.

3.2 Task 2: Technical Assistance to Other Elements of the San Clemente Loggerhead Shrike Recovery Program

- (a) The cooperator will coordinate with the San Clemente Loggerhead Shrike Captive Breeding Project to determine the need and location for predator protection for the captive flock of San Clemente loggerhead shrikes.
- (b) The cooperator will coordinate with the San Clemente Loggerhead Shrike Monitoring and Release Project regarding timing and locations of releases for predator suppression and/or protection, locations of wintering birds and/or breeding pairs that require predator suppression and/or protection (i.e., feral cat hunting and trapping, rat trapping, rodenticide application).
- (c) The cooperator will install and/or maintain rat flashing on historic shrike nest trees determined by the Navy to be good candidates for reoccupation and have a structure that will not defeat the flashing. Locations of trees with flashing must be recorded by a GPS, mapped, and reported; post-breeding season the cooperator will inspect rat flashing to ensure that there is no damage to the tree. The cooperator will coordinate with the SCI Biologist to determine which trees will be targeted but shall not exceed 50 trees.

3.3 Task 3: Non-native Rat Control

- (a) The cooperator will provide non-native rat control at shrike nesting and release locations throughout the island (up to 50). The task will start a minimum of one month prior to the breeding season (which typically starts in March) and continue through the end of the breeding season in August. Nesting timelines will be provided by the Installation Biologist or Shrike Monitoring and Release Project Manager and targeted nests for rat control will be coordinated with the Shrike Working Group.
- (b) A minimum of two times per month, the cooperator will provide non-native rat control at the SCI Greenhouse.
- (c) This task will require certification as a California Pesticide Applicator.
- (d) To the extent practical, the cooperator will conduct rat trapping within occupied Bell's sparrow and island night lizard habitat.

- 3.4 Task 4: Nest and/or Trail Camera Studies to Aid in Predator Management and Listed Species Conservation
- (a) At the discretion of the Installation Biologist and PACFLT Conservation Program Manager, the cooperators will utilize nest cameras to identify the predators responsible for incidences of nest depredation at accessible San Clemente loggerhead shrike and San Clemente Bell's sparrow nests. Use of cameras for shrikes shall be determined through coordination with the Shrike Working Group.
- 3.5 Task 5: Small Mammal Sampling
- (a) The cooperators will conduct small mammal sampling to obtain an index of rodent abundance. Methods shall be comparable to prior years, unless otherwise authorized by Installation Biologist and PACFLT Conservation Program Manager, including capture-recapture grid trapping in three habitat types (maritime desert scrub, grassland, and canyon) using Sherman® traps to capture all species of rodents and Tomahawk® rat traps to specifically target rats. Grids should be 7 × 7, with one Tomahawk rat trap and two Sherman traps per trap site set at 20m intervals. The cooperators will check traps twice daily (dawn and just before dusk), with each trap check considered a session, and the cooperators will run the traps for 7–9 sessions per grid. The cooperators will identify to species and ear tag captured small mammals.
- 3.6 Task 6: Research New Techniques for Non-Native Species Control
- (a) The cooperators will review pertinent scientific literature and pest management publications to assess potential for new tools, techniques, or substances for control of non-native wildlife, specifically mammalian predators that could be applied at SCI without impacts to island fox.
- 3.7 Task 7: Coordination and Assistance with Fox Monitoring and Management Project
- (a) As practical and necessary, the cooperators will coordinate and assist with the Island Fox Monitoring and Management Project, to include but not be limited to: collection and labeling of roadkill foxes, assistance with trapping and/or handling injured foxes, dispatch of feral cats and/or non-native rats captured during island fox trapping, and providing data on any signs of epidemic disease observed during spotlighting.
- (b) As practical and necessary, the cooperators will assist with fox veterinary treatment, abandoned pup rescue and placement, and any care of foxes held for outreach or transfer to mainland zoos.
- 3.8 Task 8: Data Storage, Analysis, Reporting, and Project Coordination and Meetings
- (a) The cooperators will collect, maintain, analyze, and report on relevant predator management data, particularly as it relates to ESA listed species recovery or sustainment. The cooperators' analyses should provide comparison to past years' data (provided by the Navy) for cumulative analysis of patterns, trends, etc. Data must be stored in a queryable database/spreadsheet (e.g., Excel, Access, or other program approved by Navy). Data analysis shall investigate correlations and/or effects, to the extent feasible, of predator control/management actions with target species conservation, weather, and adaptive management strategies.

- (b) The cooperator will maintain the cumulative predator management database (past years' data provided by the Navy) and provide the Navy with a review of the database annually at a Shrike Working Group Meeting.
- (c) The cooperator will attend meetings and coordinate with the Installation Biologist and PACFLT Conservation Program Manager. Meetings and coordination will include, at a minimum, project kick-off meeting and work plan development, logistics (project leads) meetings on SCI every 2 weeks, quarterly project updates and Shrike Working Group meetings, and annual planning meetings. The cooperator also will attend Safety Stand-Down Meetings as necessary (not to exceed 4). The cooperator will be available throughout the agreement period of performance for consultation with the Installation Biologist and PACFLT Conservation Program Manager regarding San Clemente Loggerhead Shrike management and recovery.
- (d) The cooperator will conduct cumulative analyses and prepare and submit reports, including Shrike Working Group meeting reports (no more than six expected per year); progress reports; and annual final reports (draft and final).

4.0 OPTIONAL TASKS

Optional Task 1: Experimental Efforts In Support of Shrike Recovery. As the San Clemente Loggerhead Shrike is critically endangered despite a long-term program aimed at recovery, the Shrike Working Group continuously employs adaptive management and new techniques to prevent subspecies extinction and aid in recovery pursuant to ESA. New techniques, adaptation of existing management and experimental approaches cannot generally be foreseen in advance, but can be critical in response to threats to listed species. This optional task allows for execution of small-scale experimental approaches to monitoring, release and management of the San Clemente loggerhead shrike as recommended by the Shrike Working Group and agreed upon by the cooperator and the Installation Biologist and PACFLT Conservation Program Manager.

Optional Task 2: Fox Epidemic Response. Island foxes are particularly susceptible to disease epidemics due to their evolutionary isolation from mainland pathogens and generally low genetic diversity. Recognizing this, the Navy has an Epidemic Response Plan for San Clemente Island Foxes (Institute for Wildlife Studies 2011) that outlines procedures for detecting and responding to a rapid decline in the island fox population on SCI due to infectious disease or other factors. It presents a tiered set of Initial Management Responses (IMRs) triggered by monitoring results. A tier IV response may require field staffing beyond the capacity of the Navy's Fox Monitoring and Management Project and thus would be covered under this Optional Task and would include IMRs of trapping and quarantining a subset of island foxes. Cooperator execution of these IMRs as well as coordination and communications related to execution of IMRs would, if necessary and funded, be covered under this Optional Task.

Optional Task 3: Data Analysis and Modeling. Predator control and management supports all listed species and ecosystem recovery and conservation at SCI (e.g., San Clemente loggerhead shrike and Bell's sparrow, island fox and night lizard, etc.). The

SCI Predator Research and Ecosystem Management Project has a long running and comprehensive dataset that has the potential to be used in numerous data analyses and modeling exercises including but not limited to the effects of management actions and weather on conservation outcomes. In addition, the Navy's SCI Natural Resources Management Program would benefit from the ability to execute modeling and data analysis in support of adaptive management across multiple taxa. This Optional Task would entail data analyses, modeling, and written outputs that assist the Navy in prioritizing management actions, predicting efficacy of on-going or proposed interventions, and addressing unknowns through application of Navy and Cooperator data to form a best available science approach to future management.

5.0 QUALIFICATIONS

5.1 At the minimum, the cooperator shall have the qualifications described below:

- 5.1.1 Principal Investigator: A Doctorate or Master of Science degree in ecology, biology, wildlife biology, zoology, or a field related to the biological sciences from an accredited college or university. A minimum of 10 years of wildlife project management experience with specific concentrations in predator/non-native wildlife management and listed species recovery.
- 5.1.2 Project Manager: A Master of Science degree in ecology, biology, wildlife biology, zoology, or a field related to the biological sciences from an accredited college or university. A minimum of 3 years of wildlife project management experience, with specific concentrations in non-native wildlife management and sufficient study design and data analysis skills to support project execution, efficiency and data analyses.
- 5.1.3 Field Crew Leader: A Bachelor of Science degree in ecology, biology, wildlife biology, zoology or a field related to the biological sciences from an accredited college or university plus a minimum of 2 years of field wildlife management or research experience.
- 5.1.4 Field Technician: A Bachelor of Science degree in ecology, biology, wildlife biology, zoology or a field related to the biological sciences from an accredited college or university (or comparable work experience as deemed acceptable by the Installation Biologist) and one season of field wildlife management or research work experience. If applicable for technician position firearms skills shall be required.
- 5.1.5 The cooperator and/or their staff shall meet the USFWS Section 10(a)(1)(A) Permit requirements for work described herein with the San Clemente loggerhead shrike. Specifically,
 - 5.1.5.1 . For conducting predator management activities a supervised individual must have 40 hrs of experience using the methods and procedures used in trapping and managing predators in proximity to bird species. And an independently authorized individual must have 40 hours of experience using he methods and procedures used in trapping and managing predators in proximity to shrikes.

5.1.5.2 For using camera systems to monitor shrikes an independently authorized individual must meet the following: 40 hours of experience using cameras to monitor a variety of bird species, including passerines and approval by US Navy and Carlsbad Fish and Wildlife Service office.

5.1.6 All personnel operating on SCI shall have and maintain a valid California driver's license and be able to pass a federal background check for access to Naval Base Coronado. Project personnel must obtain and maintain DBIDs or equivalent system access to NBC and Naval Base San Diego (for barging access, see section 5 below).

6.0 GOVERNMENT FURNISHED MATERIALS OR PROPERTY

6.1 Physical Data: The U.S. Navy will provide shrike data from previous years for comparison and analysis, a digital copy of the NALF SCI Integrated Natural Resources Management Plan, digital copies of past shrike captive breeding and monitoring and release project reports, and available SCI natural resources, geophysical, and infrastructure GIS layers.

6.2 Facilities: The U.S. Navy will provide access to the Natural Resources Office/Facilities at SCI, and Stone Station Field Outpost and the associated storage building. The U.S. Navy will also provide access to two locations of captive breeding and holding aviaries, both near Stone Station and on Arizona Road, SCI.

6.3 Supplies: The U.S. Navy will provide limited bulk (unprepared) food (equivalent of 1 meal per work day) at the NRO ready room due to limited capacity to transport food to SCI (weight limits on flights) and work schedules that preclude access to Navy Galley for a 3 meals/day.

6.4 Flights and Barge Transportation: The U.S. Navy will provide personnel flights to and from SCI according to project staff work schedules. Flights are limited to Monday through Friday and subject to weather or other delays or rescheduling. Barge transportation is provided for Cooperator vehicles (vehicles must be supplied by Cooperator) and large equipment from Naval Base San Diego to SCI and back.

Government furnished materials or property is governed by 2 C.F.R. Part 200.312 which states that a) Title to federally-owned property remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must return the property to the Federal awarding agency for further Federal agency utilization.

7.0 PERIOD OF PERFORMANCE. This project will have a Base Period, 4 Option Periods and 3 Optional Tasks.

7.1 Base Effort - Work will begin from the date of award and extend 18 months in total. Fieldwork will occur for a minimum of the first 12 months of the period of performance, with annual and cumulative analyses and reporting occurring within the 18-month period of performance. These elements are non-severable.

7.2 Option Periods - Option period awards will occur 12 months after the base effort is awarded and annually thereafter for each option period. This allows for continuous fieldwork (each 12 months) with overlapping periods of performance for analyses and reporting. Thus, option period fieldwork will begin from the date of award and extend at least 12 months with an additional 6 months for reporting, totaling an 18-month period of performance for each Option Period (with 6 months of overlap with prior period) these are non-severable elements. Exercise of option periods is contingent on project conditions, needs and available funding.

Base 18 Months	Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18															
Option Period 1 - 18 months				Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18												
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Option Period 3 - 18 months												Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18				
Option Period 4 - 18 months																Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18

7.3 Optional Tasks – Because of the adaptive management nature of the Optional Tasks they do not have fixed start dates or specific seasons. Each Optional Task may be awarded up to once at any point during the agreement’s Base Period of Performance and up to once during each of the Option Periods depending on project conditions, needs, and available. Each Optional Task would have a period of performance of 18 months from date of award for non-severable elements.

8.0 COORDINATION

- USACE Fort Worth District POC:
Kathy Mitchell
817 886-1709
kathy.s.mitchell@usace.army.mil
- Naval Auxiliary Landing Field San Clemente Island Naval Base Coronado Installation Representative and Natural Resources Manager (NALF SCI NBC Representative):
Melissa Booker
619-545-7188
melissa.a.booker.civ@us.navy.mil

- PACFLT Conservation Program Manager (PACFLT Representative):
Kimberly O'Connor
808-864-5938
kimberly.a.oconnor16.civ@us.navy.mil

9.0 DELIVERABLES

9.1 Work Plan – The cooperator will submit a Work Plan within 15 days of award. The contents of the Work Plan should include the following:

- A comprehensive and detailed summary of the methodology proposed for the agreement as well as a work schedule for discussion and review in this initial meeting.
- A copy of all permits required for the work described in the agreement.
- A list of all persons who will be working on Naval Base Coronado under the agreement.
- A Draft and Final Accident Prevention Plan/Health and Safety Plan (APP/HASP) submitted concurrently with the Work Plan but printed under a separate cover from the Work Plan. The APP/HASP will be made accessible to Natural Resources Operations Manager and SCI NBC and PACFLT Representatives at all times during the project, and a copy available in every vehicle utilized for work under the agreement.
- The Final Work Plan will be submitted to the NALF SCI NBC and PACFLT Representatives within ten (10) days after Government comments on the Draft Work Plan have been received.

9.2 Progress Reports – The cooperator will submit one (1) typed letter report describing progress on the project. The report shall be due as of the last day of the third month (**quarterly**) and shall be transmitted via electronic mail, facsimile, or regular mail no later than the 10th calendar day following the end of the reporting period. Invoices for partial payment shall be submitted to coincide with receipt of the monthly progress reports. No partial payment will be approved unless the government has received all progress reports which are due.

9.3 Shrike Working Group Reports – The cooperator will provide reports to the NALF SCI NBC and PACFLT Representatives and Shrike Working Group 4-6 times per year coinciding with Shrike Working Group meetings, summarizing efforts, results, and recommendations.

9.5 Annual Inventory – Federally owned property – The cooperator will submit an annual inventory listing Federal property (to include description of the property, a serial number or other identification number) that is in the custody of the recipient; Copies to be sent to USACE – SWF and the NALF SCI NBC and PACFLT Representatives.

9.6 Annual Inventory – Required under 2CFR for Grants and Cooperative Agreements – Acquired Property purchased with funding from award – The Cooperator will maintain property records that include description of the property, serial number or other

identification number, source of funding, who holds title, acquisition date, cost of property, percentage of Federal participation in project costs, location, use and condition of property, and ultimate disposition including date of disposal and sale price. The cooperator must take a physical inventory and reconcile results every two years. The cooperator will send copies of the inventory annually to USACE – SWF and the NALF SCI NBC and PACFLT Representatives.

9.7 Annual Report per 2CFR/Draft Final Project Report. One (1) paper copy of a draft final report should be submitted no later than April, annually. At a minimum, the report shall contain an introduction section, and one section for each task and subtask identified in your proposal. Content and analyses shall be comparable to prior year reports provided by the Navy unless otherwise agreed upon by NALF SCI NBC and PACFLT Representatives. For each task, the report shall summarize work accomplished for the task. It shall include all appropriate appendices to support the text and all supporting electronic data and GIS files. The Annual Report follows the format for scientific journals (e.g., Journal of Wildlife Management) and follow the CBE Style Manual (5th edition) for style. Include color photographs or laser color copies of these photographs documenting all aspects of this work in a 4 x 6 inch or similar-sized format. Include all appropriate appendices to support the text. Recommendations should not be included in the report but instead be provided as a separate document that should be submitted for review at the same time as the draft final report. In the acknowledgements, include the following statement: “This project was funded by Commander, U.S. Pacific Fleet.” NALF SCI NBC and PACFLT staff will review and provide comments, if any, within thirty (30) calendar days after receipt. The cooperator must provide an electronic copy to the USACE POC at the time this document is submitted to the NALF SCI NBC and PACFLT Representatives.

9.8 Annual Report per 2CFR/Final Project Report. Three (3) paper copies of the final report, incorporating NALF SCI NBC and PACFLT review comments on the draft, if any, shall be submitted no later than thirty (30) days after receipt of the comments. Additionally, three (3) copies of the final report with all accompanying appendices shall be submitted in an MSWord file(s) (with accompanying Excel and Access as needed) and PDF on digital media. All data files, GIS files, photos taken, and other supporting documents (e.g., published papers, presentations) shall be submitted electronically with the final report. The Cooperator must provide an electronic copy to the USACE POC at the time this document is submitted to the NALF SCI NBC and PACFLT Representatives.

Submittal standards: All reports should follow the guidelines of an acceptable scientific journal (e.g., Journal of Wildlife Management) and follow the CBE Style Manual (5th edition) for style. Submittals are to be of the highest professional quality and will be rejected if: there are multiple typographical errors, spelling, or grammar mistakes; or results and discussion are not tied directly and continually to management concerns of the installation; or the document is not organized in a manner that flows well; or the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species; or the appropriate

style guide is not adhered to (CBE). All GIS deliverables need to comply with the NAVFAC Southwest “Standards and Specifications for Vector GIS Deliverables”

9.10 Photographs: All digital photographs taken for this study shall be submitted with the Final Report to the NBC Representative, and shall become US Navy property. All digital photo files will be labeled with at least the following information: 1) subject/activity, 2) location (specific place), 3) date, and 4) photographer.

- 10.0 This cooperative agreement may be administered through a CESU only upon mutual agreement and official authorization by both parties of the acceptance of the application of the CESU Network IDC rate (17.5%).

Any resulting cooperative agreement will be subject to and recipient/cooperator shall comply with 2 CFR 200.313 “Equipment”, 200.314 “Supplies”, and 200.315 “Intangible Property” which includes use of research data.

APPENDIX A. GENERAL REQUIREMENTS AND INFORMATION

The cooperator is to visit the study areas as often as necessary to accomplish the purpose of the agreement as detailed further in this Statement of Objectives. The cooperator will provide the NBC Representative with a list of all personnel and their work and cellular telephone numbers who will be carrying out this agreement. It is the cooperator's responsibility to obtain all necessary security and entrance clearances for himself and his personnel and equipment into NBC. Study areas under this agreement include: 1) NALF SCI, excluding Impact Area I and Impact Area II.

INSTALLATION ACCESS

1. Application for and use of identification badges will be as specified herein and as otherwise directed by the Contracting Officer or his/her authorized representative. DBIDS cards are used for personnel identification and installation access. DBIDS passes for contractor personnel may be obtained by completing the SECNAV 5512 form and additional sponsor and badge type information available and processed through the Natural Resources Operations Manager (NROM) on SCI. Completed forms are submitted to the respective installation ID offices (Naval Base Coronado and Naval Base San Diego). Applicants will need to take the required identification sources to the Pass and ID office to receive their DBIDS cards. Processing time for DBIDS cards is typically 21 days.
 - a. Contractor personnel without a DBIDS card or personnel visiting the installation for a single visit may arrange for and obtain an escort from US government civilian employees or active duty personnel.
 - i. The Pass and Decal Office normal hours of operation are Monday thru Friday 0630-1600. Saturdays, Sundays, and Holidays are generally unavailable. Hours are subject to change.
 - ii. The recipient must provide evidence of insurance and current registration, required by California state law, for each non-government vehicle used on the installation.
2. Identification badges must be carried by all agreement personnel while on U.S. Navy property and leased areas.
3. The cooperator will comply with NALFSCIINST 1720.2C (or latest version) NALF San Clement Island Standard Operating Procedures and the FACSFACDINST3120.1L Southern California Offshore Operating Area and Range Manual (or latest version). Natural Resources personnel employing weapons in the course of their work will comply by all US Navy, Base Security, and NALF SCI Officer in Charge guidance.
4. The cooperator will not utilize ATVs or other off-road vehicles in areas not specifically approved by the Installation Biologist and depicted in the Work Plan. Any ATV use must comply with SCI ATV requirements and stipulations.
5. Individuals driving vehicles on SCI shall have a valid drivers license.
6. The Cooperator will coordinate with and utilize information from the U.S. Navy, as well as other professionals who are experienced in the project objective subject matter. However, the cooperator will not involve themselves in negotiations with the regulators concerning matters addressed within this agreement nor provide data to the regulators without permission by the Navy. If information or data is needed to support a formal ESA consultation, it will be requested by the Navy Representatives, who will then discuss with the regulator(s).
7. The cooperator will have access to review pertinent files at Naval Base Coronado, and should be familiar with Integrated Natural Resources Management at NALF SCI NBC and regulatory requirements (i.e., understand requirements of the applicable biological opinions and Conservation Agreements), and work closely with the NBC representative in planning and carrying out field work.
8. The cooperator will inform SCI Security by radio immediately or as soon as feasible and will inform the Installation representative via electronic mail within twenty-four hours, of any unusual activity

observed while conducting surveys in the field (e.g. trespassers, accidents, fires). Information should include (1) location, (2) date, (3) time, and (4) any detailed facts regarding the activity. Any unauthorized range activity or range safety concerns will be reported to both SCI Security and SCI Range Coordination by radio or phone as soon as signal (radio or phone) supports reporting. The SCI NROM will be made aware of any unusual activity or range safety violations reports via in-person, phone, or email communication within 12 hours of the report.

9. The cooperater will inform the Installation representative via phone and electronic mail, of any unusual animal or plant species observed while conducting surveys in the field (e.g. species which are federally listed or are State of California Species of Special Concern) within twenty-four hours of the observation. Information should include (1) location, (2) date, (3) time and (4) any detailed facts of the sighting.

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

11. The cooperater will not respond to any inquiries about this agreement from the news media or non-governmental organizations or other persons during the term of this agreement unless it has first consulted with the Department of the Navy and a determination has been made that the California Public Records Act, California Government Code §6250, et seq., is applicable, and no exemption exists under the federal Freedom of Information Act or other federal or state law or regulation, which would exempt the records from disclosure under the Government Code, including, but not limited to §6254 (k). All inquiries shall be directed to the NBC Public Affairs Officer, coordinated through the NBC Representative.

12. The cooperater shall manage generated electronic waste (including alkaline batteries), bio-medical waste, hazardous material, hazardous waste, and hazardous waste residues in accordance with federal, state, and NBC regulations and policies. Questions on proper disposal and management shall be coordinated through the NROM.

13. Prior to entering the field each day, the cooperater shall record in the SCI Log Book or a comparable system at Stone Station the personnel entering the field, the grid location of fieldwork, time entering the field, estimated time of return, and vehicle. Upon returning from the field, the cooperater shall record time of return.

14. Staff working on this Agreement shall carry a functioning two-way radio while conducting fieldwork on SCI.

15. No ground disturbing activities may take place at SCI without approval from the NBC Representative. Additionally, to avoid impacts to federally listed, rare, or endemic plants the Recipient and/or their representatives must coordinate all vegetation disturbing activities with the CNRSW Botany Program Manager. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this Agreement.

16. If any objects are found that appear to be cultural or archeological resources the cooperater must contact the CNRSW Cultural Resources Program Manager at (619) 532-2800 and make the SCI NROM aware.

17. Unexploded ordnance may be encountered while conducting fieldwork. Cooperater shall not touch or attempt to pick-up any suspected ordnance. Cooperater shall place flagging in the general area of the ordnance and notify Range Coordination and/or FACSFAC.

18. The primary use of SCI is for its military mission. Without prior notice, designated areas may become closed to the activities of the cooperater. In some cases, due to operations or other circumstances, it may be necessary to deny the cooperater access to portions of SCI for short periods of time. In such cases, the cooperater will be provided notification of such as soon as possible. Cancellation of range access

with less than 24 hours notice, repeated cancellations, or repeated exclusion shall be reported to the NROM for deconfliction with Range Coordination and/or FACSFAC. It is the responsibility of the cooperator to reschedule this work as feasible, working with the NROM (if not precluded by long-term access restrictions). If access restrictions will preclude achieving agreement objectives, notice shall be given to the Installation Biologist and CPF Natural Resources Manager.

19. The NALF SCI Training Areas (TAs), Shore Bombardment Area (SHOBA), Training and Range Areas (TARs), Special Warfare Training Areas (SWATs)(formerly Special Weapons and Tactics), and Artillery Vehicle Maneuver Areas (AVMAs):

a. Access requests to mapped range areas (e.g., TAs, SHOBA, TARs, AVMAs) must be made through the NROM (or their designated representative) and FACSFAC scheduling.

b. The cooperator is restricted from entering the SHOBA Impact Areas (I and II) and other areas designated by the SCI OIC as Exclusion Areas due to the presence of unexploded ordnance. At the time of this writing, the following areas are Restricted Access Areas, which require SCI OIC approval and UXO Tech escort to access: BLU-97 area, Eel Point 40mm Range, Site 14, Landmine area near the Landfill.

20. The SHOBA gate key may be obtained from SCI Security at Building 60151. Keys shall be returned to SCI Security upon completion of the scheduled range access period.

21. Naval Special Warfare (NSW) Basic Underwater Demolition School (BUDS) and Maritime Operations (MAROPS) SWATs 1 & 2 shall not be accessed unless they are schedule for use by the cooperator, confirmed within 24-hours on the SCORE schedule, BUDS Camp/MAROPS personnel have confirmed that the area is not in use by NSW, and the Bravo Flag is not flying.

22. Due to the classified nature of some activities at SCI, only those areas directly associated with the specifications of this Agreement may be visited. Restricted areas will only be entered by special permission.

23. Gates have been installed on various roads. When closed or a road block has been placed, they are not to be ignored or circumvented for any reason. If Agreement work is required behind a locked gate, the cooperator will immediately contact the NR OM at (619) 524-9022 or the NBC Representative (619) 545-7188 so that appropriate arrangements with the US Navy can be made to gain access.

24. All work conducted in support of this Agreement shall comply with all federal laws applicable to CNRSW installations such as the Endangered Species Act and the Migratory Bird Treaty Act and 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.

25. The Recipient shall manage generated electronic waste (including alkaline batteries), bio-medical waste, hazardous material, hazardous waste, and hazardous waste residues in accordance with federal, state, and NBC regulations and policies.

26.

DATA AND PUBLICATIONS:

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.

2. 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.

3. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: *“This research was funded by the Department of the Navy on behalf of the Commander Pacific Fleet and Naval Base Coronado.”*

4. Any publications resulting from this work shall be provided at no cost to the Department of the Navy in quantities jointly determined by the Department of the Navy representative and the recipient at the time of publication.

5. The U.S. Navy, at its discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

SAFETY:

The recipient will be required to develop a site-specific Health and Safety Plan and Accident Prevention Plan (APP) if the work is potentially hazardous. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of *de minimis* surface soil samples)
- all field work on hazardous waste or munitions response sites
- work on, in, or near bodies of water where there a danger from drowning
- use of heavy equipment, e.g. backhoes, excavators, bulldozers, etc.
- excavation, backfilling, and compaction
- use of man lifts, ladders, and other climbing apparatus
- use of weight 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 ten feet of high voltage lines, or high pressure gas, steam, or water lines
- exposure to harmful plants, animals, and insects
- exposure to inclement weather, unstable soil, greater than 15% ground slope

Note: An abbreviated APP can be prepared in lieu of a standard APP for projects that are limited in scope. These are: study, survey, observation, or other activities where an employee is exposed only to inclement weather, harmful plants, animals and insects or effects of injury or illness, if an incident occurs, is minor to moderate. If the project involves a potentially hazardous activity, the recipient shall develop an 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 NBC Representative.

As a minimum, references used to develop the site-specific APP are: the latest edition of the EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual, and Local Activity safety plans and standard operating procedures. When developing the APP, 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 Accident Prevention 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 Technical POC that the Final Accident Prevention Plan has been reviewed with each recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

HOLD HARMLESS:

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.

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.

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 there from, 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 Section XIV, including coverages specified in Attachment A hereof. Recipient shall also provide a copy of

the exempting statute cited in support of its claim of self-insurance. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education.)

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

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

6. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this paragraph, the recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this paragraph, 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, the recipient shall effect such repair, rebuilding, or replacement if required so to do by the Government, and such excess of cost shall be reimbursed to the recipient by the Government. In the event the recipient shall have effected any repair, rebuilding, or replacement which the recipient is required to effect pursuant to this paragraph, 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.