

**SCOPE OF WORK
NAVAL OUTLYING FIELD SAN NICOLAS ISLAND AND OTHER CHANNEL ISLANDS
PLANT SURVEYS AND DNA BARCODING
N62473-22-2-0015**

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A. INTRODUCTION

Naval Base Ventura County (NBVC) provides site operation support services to the military defense complex that encompasses all military activities at NBVC Port Hueneme, Point Mugu, Naval Outlying Field San Nicolas Island (SNI), and Special Areas. Through this effort, the installation supports more than 40 tenant commands (including US Coast Guard, US Air Force, US Marines, and US Army) with diverse DoD missions ranging from Seabee support to test and evaluation of air and shipboard weapons systems within the Point Mugu Sea Range and beyond. Biological and ecological studies and analyses support environmental documentation and regulatory consultations (Army Corps of Engineers permits and USFWS consultations) and NEPA, as well as, Range Complex Management Plans and Integrated Natural Resources Plans (INRMP). The Environmental Division of NBVC and other installations involved in this agreement are responsible for ensuring compliance with all county, state, and federal environmental laws, rules and regulations that impact operations at their respective installations. A crucial part of that work involves the management and monitoring of installation flora and fauna.

This project involves collecting terrestrial plant and invertebrate samples from San Nicolas Island, San Clemente Island, and comparative samples from other locations in the general area and in the Channel Islands, in an effort to isolate and identify all species to and create DNA barcode library for the Navy Channel Islands. Each species will be sequenced for use in DNA barcode analysis. All species will also be inputted in a DNA barcode library for future reference.

Collections will be identified and subjected to molecular analysis providing a clear picture of what the taxa is and where the extent of its population reaches. This knowledge is necessary for the Navy to have in order to properly identify, map, and manage special status species.

B. PURPOSE

This project supports the Endangered Species Act (ESA), Section 7(a)(1), to implement Conservation Programs for endangered species in the Navy Channel Islands.

This project also supports the implementation of the SNI Integrated Natural Resources Management Plan (INRMP), a requirement of the Sikes Act (16 USCA Section 670a), as the identification and management of plant and invertebrate species is detailed in the INRMP as crucial to the continued health of the island ecosystem. The Cooperative Agreement meets the requirements of the Sikes Act through implementation of the INRMP. This Cooperative Agreement supports the following INRMP objectives:

- **Special Status Species:** Minimize the potential for adverse effects on special status species and their associated ecosystems while protecting the operational functionality of the installation mission by using an ecosystem-based management approach.
- **Data Integration, Access, and Reporting:** Ensure the technically sound, practical and appropriate use of library and computer technology to organize, analyze, and communicate natural resource information in support of management decisions.

C. LOCATION

NBVC SNI lies within Ventura County, but is the most remote of the Channel Islands, at 61 miles from the closest mainland point. SMI is also considered part of NBVC but located within Santa Barbara County, just west of Santa Barbara, CA. SCI is part of Naval Base Coronado but located in Los Angeles County, and is the southernmost of the US Channel Islands.

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, Contract Specialist, Naval Facilities Engineering Systems Command, Southwest (NAVFAC SW), 750 Pacific Highway, San Diego, CA 92132, telephone (619) 705-5566, and email kevin.e.magennis.civ@us.navy.mil.

2. The Cooperative Agreement Technical Representative (CATR) is DiAnna Abdo, Natural Resources Specialist, Naval Facilities Engineering Systems Command, Floor 12 Environmental Core Team, 750 Pacific Highway, San Diego, CA 92132, telephone (619) 705-5571, and email: dianna.r.abdo.civ@us.navy.mil.

The CATR is responsible for ensuring that all work is performed per the requirements and specifications outlined in this Cooperative Agreement, and that the work performed, including all written reports and professional services are of an acceptable technical quality. For this Cooperative Agreement, the CATR shall be the first and primary point of contact for the Recipient and 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 NBVC Installation Representative is William Hoyer, Natural Resources Program Manager, Phone: (805) 989-2626 and email: william.hoyer@navy.mil.

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

5. For the purposes of this Agreement, the term Recipient shall be **TBD**. The use of the term Recipient in this Agreement includes **TBD** and all designated representative(s).

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

7. The Recipient will designate at time of proposal submission the individual within their organization who is authorized to negotiate with the Cooperative Agreement Administrator. The designation will stipulate the individual's authority to commit the Recipient.

E. PERIOD OF PERFORMANCE

The Base period of performance begins 15 September 2022 and spans 60 months to 14 September 2027.

The proposed period of performance for the Cooperative Agreement consists of a 60-month Base Period and seven (7) Option Items. A modification to add one or more Option Items shall not extend the period of performance; however, each Option Item does have a period of performance of 12 months. No Option Item may be exercised after the end of year 4 of the base period of performance. The exercise of any option items is subject to the availability of funds. The Option Items are subject to the availability of funds and may be awarded unilaterally throughout the duration of this Cooperative Agreement

A fifteen (15) day period, starting on date of award, will be used for the Recipient to provide preliminary documents to the CAA and CATR. Documents include, but are not limited to, Insurance documents/certificates, Accident Prevention Plans/Site Health and Safety Plans (as applicable), etc. Recipient may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

F. MATERIAL AVAILABLE FOR REVIEW

Recipient and/or his/her representative(s) will have access to the following materials through the CATR or NBVC Representative. The Recipient shall pay for or replace any items borrowed that are damaged, stolen or lost.

- a. GIS files

G. GENERAL REQUIREMENTS

1. The Recipient shall provide all labor, management, supervision, tools, materials, equipment, transportation, meals, and lodging for him/herself and his/her personnel. All Recipient equipment is subject to inspection and approval by the NBVC Representative.
2. The Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. Equipment is defined as “tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year.” Supplies are defined as “All personal property excluding equipment, intangible property, and debt instruments, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements." (DoD Grant and Agreement Regulations, DoD 3210.6-R#)
3. The Recipient shall visit the study/project area as often as necessary and within the time limits stated below to accomplish the purposes of the Agreement as detailed further in this Scope of Work. It is the Recipient's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel onto the Installation. The Recipient must comply with all security rules, regulations, requirements, and day-to-day operational changes thereto. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Recipient access to study/project sites. While on the installation, the Recipient shall abide by all applicable rules and regulations issued by the Commanding Officer. The Recipient may be subject to inspections for contraband while on Government property.
4. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this Agreement. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, inventory, analysis, and quality control..
5. Due to the complexity of work, the Recipient shall provide the following key personnel with the following minimum qualifications:
 - A. Principal Investigator: The Recipient shall designate a person(s) as responsible for ensuring that provisions are in place, project and personnel supervision, quality control and meeting of reporting requirements are met on a daily basis. This person(s) shall have, at minimum:

- i. A PhD in Systematic Botany or related science.
- ii. Experience and knowledge of micro-algal taxonomy, as demonstrated by at least 10 years of previous work or research experience.
- iii. Specific knowledge of Channel Islands micro algae taxonomy, as demonstrated by at least one peer-reviewed research paper on soil inhabiting micro-algae on Channel Islands.

B. Research Associates: The person(s) shall have, or have immediate access to personnel that have, at the minimum:

- i. A minimum of a Bachelor's of Science degree in Biology or related science disciplines.

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

7. The Recipient shall work closely with the CATR, NBVC Representatives in planning and carrying out all field activities.

8. Prior to accessing the Installation the Recipient shall coordinate with the IR to review the guidelines for conducting research on the Installation. This meeting can be conducted as part of the kick-off meeting.

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

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

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

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

13. If there is an incident which the Recipient believes may involve "take" of an endangered species and involves an activity permitted under the endangered species permit, the Recipient shall follow the procedures in the permit and notify the respective Installation Representatives and CATR immediately.

14. If there is an incident which the Recipient believes may involve "take" of an endangered species that results from an activity not listed on the permit, the respective Installation Representatives and CATR shall be contacted immediately.

15. At no additional cost to the Government, the Recipient shall be in possession of all necessary permits necessary to conduct the activities stipulated in this Agreement. All permits will be submitted as part of the proposal.

16. All parties involved in this Agreement agree to comply with all applicable laws and regulations pertaining to the provision of safe and respectful workplace and to provide a work environment free of harassment and intimidation for such party's own employees and third parties.

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

18. Vehicle operators may not use cell phones unless the vehicle is safely stopped or the cell phone employs a "hands free" device. Drivers may not hold, dial, text or adjust the phone while the vehicle is in motion. Hands free systems such as ear buds, blue tooth, OnStar and other voice activated or speaker phone systems are authorized. Installation Security personnel can issue military motor vehicle citations to operators in violation of this policy. These citations result in a three-point penalty assessed to the violator's driving record and if a driver accumulates twelve points within a twelve month period or eighteen points within a twenty-four month period he/she is subject to suspension of Installation driving privileges for one year.

15. Ground transportation. The US Navy shall authorize Recipient personnel to use US Navy-owned vehicles on SNI in direct support of tasks specified under this Agreement. The Recipient shall ensure that any employee operating a US Navy-owned vehicle is properly trained and possesses the appropriate state license required for the vehicle or equipment class. The Recipient shall comply with all NBVC instructions for operation of vehicles on SNI. Prior to operating any Government Services Administration (GSA)-owned vehicle, the Recipient shall ensure compliance with GSA rules, regulations, and policies regarding the use and operation of such vehicles. US Navy GSA furnished transportation-related equipment and materials shall remain the property of the US Navy upon Agreement completion. Payment accounts must be established with the Comptroller to receive a Job Order Number. The CATR will provide the most current contact information. Currently, the rental rate is \$32/day. If providing private vehicles on SNI, Recipient is required to secure an Agreement with Defense Logistics Agency to purchase gas on SNI.

16. Air Transportation. The US Navy will provide the Recipient and/or staff with no-cost air transportation between NBVC Point Mugu and SNI on a regularly scheduled air carrier. Space on flights is not guaranteed and seats are subject to availability. The Recipient should make flight reservations with IR as far in advance as possible.

17. Lodging. Reserving and paying lodging is the responsibility of the Recipient. Reservations and payments can be made by calling Navy Lodging. The current rate is approximately \$140/night single occupancy, rates usually increase each October. Double occupancy is not allowed.

18. Storage. The Navy shall provide storage areas for natural resources management supplies. The Recipient shall provide all equipment (unless otherwise stated).

19. Meals. Meals are available at the SNI Galley at a cost to the Recipient.

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

21. In order to facilitate access to the San Nicolas Island, the Recipient shall:

A. Provide valid e-mail for all passengers to be manifested on flights.

B. Complete and submit Air Transportation Agreement (DD Form 1381) to Tom Toole Thomas.toole@navy.mil with 10 days advance notice of travel. Form requires two witness signatures and can be submitted annually for recurring visitors.

C. Complete and submit to San Nicolas Island Medical Clinic the following documents: Next-of Kin Information, SNI Visitor Medical Screening Worksheet, and Off-Shore Island Visitor Medical Clearance Informed Consent.

D. The Receipt shall be provided a copy of the San Nicolas Island contractor checklist and each member of the Recipient's staff shall attend an SNI in-doc on an annual basis.

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

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

21. The Recipient shall inform the CATR and the respective Installation Representatives via e-mail of any unusual activity observed while conducting surveys in the field (e.g. trespassers or persons in unauthorized areas). Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity.

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

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

24. The DoN, via the CAA, may request updated data presented on maps, figures and/or tables whenever the DoN's need to obtain this information is before the next report required under Section I of this Agreement. The Recipient shall forward the requested data electronically within ten (10) days from the date of request. If the requested data cannot be provided within this time frame, the Recipient shall forward electronically the most updated raw data to the CAA, via the CATR (cc provided to respective Installation Representatives). The DoN understands that facilitating the requested most updated data may

reduce the amount of work that would normally be accomplished during the period of time required to complete the request. The Recipient shall document the amount of efforts and its translated cost estimate that would have been incurred by the Recipient to complete the request for updated data. This document shall be electronically forwarded to the CAA (via CATR and cc provided to respective Installation Representative) to review so that the DoN will have a firm understanding on the amount of work displaced that would have normally been accomplished during the period of time required to complete the request.

25. Environmental Sensitivity. The Recipient shall take precautions to avoid disturbing sensitive habitat and spreading seed of exotic plant species. This shall include visual inspection of clothing (especially footwear), vehicles and equipment followed by removal and appropriate disposal of seeds and accumulated soil prior to arriving at the work sites and prior to moving between locations.

26. Cultural Sensitivity. The Recipient shall take precautions to avoid cultural sites identified by installation staff. Recipient will receive instruction on avoiding or minimizing impact to sites by installation staff.

27. The Recipient shall clear exact date(s) of visit(s) to the activity with the NBVC Representative and CATR. The Recipient shall provide personnel data of individuals performing the field work to the Station Contact and Project Manager, at least seven calendar days in advance of the Recipient's scheduled site visit, field investigation, testing, or any other field work.

H. SPECIFIC REQUIREMENTS

All work shall be coordinated with the CATR and appropriate Installation Representative.

Base Cooperative Agreement Efforts:

The following three (3) discrete tasks are considered the base award for this Cooperative Agreement

Task 1: Vascular Plant Species Circumscription

Cooperator shall make a determination of a plant taxa, or confounded group, selected on SNI, SMI or SCI by the installation biologist/s. For Base task, this shall be applied to newly described annual *Cryptantha* species complex on SCI and SNI. Methods used to make determination of selected plant taxa shall include phylogenetic analysis using molecular tools, as well as morphometric, and geographical data to support determination. Cooperator accepts that collecting plants from off-installation locations may be required to gain required out-groups for robust analysis. Cooperator shall submit results in the form of an article to a peer-reviewed journal (See Task 3 below).

PI will visit SNI to become acquainted with habitat and make collections, (if not possible due to COVID or seasonal timing, Navy installation representative will provide representative samples and site visit by PI will be delayed).

Task 2: Publish Results in a Peer Reviewed Scientific Journal

The Recipient shall submit a draft and final manuscript as the final deliverable for this CA. DoD/ONR have been directed to provide an approach to support increased public access to peer reviewed scholarly publications and digitally formatted scientific data arising from unclassified publicly releasable research and programs funded wholly or in part by the DoD, as directed by OSTP Memorandum: "Increasing Access to the Results of Federally Funded Scientific Research" PARR), dated 22 February 2013 and the

‘DoD Plan to Establish Public Access to the Results of Federally Funded Research’ dated February 2015. By providing greater public access to DoD funded research, the Department seeks to encourage and accelerate scientific breakthroughs and innovation of potential interest to DoD in carrying out its mission. Any resulting publically available information (peer-reviewed publication, conference/workshop presentation, etc.) shall be provided to the Navy as a .pdf of the final document.

The draft and final manuscript shall be submitted in accordance with the statement of work (see Submittals and Schedules). The report shall be in scientific format and include the following: 1) Title page showing title, date, Cooperative Agreement number, Cooperative Agreement Technical Representative (CATR) contact information; 2) Sub-title page showing title, prepared by and for listings, date and recommended citation; 3) Table of contents; 4) Abstract or Executive Summary; 5) Introduction; 6) Methods; 7) Results; 8) Discussion; 9) Conclusions (to include any additional data collected in Option Item 1 and recommendations for future study); 10) Legible copies of the field notes, data forms and other information.

Task 3: Building a DNA Barcode Library

DNA barcode markers are short, easily amplified regions of DNA, standardized for specific taxonomic groups of organisms. They are invaluable for understanding species boundaries, community ecology, functional trait evolution, trophic interactions, and the conservation and management of biodiversity through studies such as diet analysis. An essential first step in any barcoding study is to sequence tissues of known provenance with corresponding vouchered material for which identifications can be verified.

Cooperator shall identify down to genus, and species if possible, 96 different taxa of invertebrate, lichen, fungi, vascular plant, bryophyte, or any combination of said organisms from SNI or SMI. All organisms shall be sequenced for Barcode analysis, whole genomic DNA stored in an appropriate freezer for up to the next 2 years, sequenced specimen accessioned in a museum, photographed, metadata recorded, and posted onto BOLD Systems SNI Barcode Library. This option does not include field work on SNI or SMI.

Sequences will be deposited into publicly available databases for researchers to use for a wide variety of studies in evolution or ecology via BOLD Systems SNI Barcode Library. The genomic DNA will be stored at Santa Barbara Botanical Gardens (SBBG) for any and all future studies on the islands in the SBBG DNA bank, and made publicly available, with permission of the US Navy. Further, these high quality genomic DNAs, while only used for Sanger or other sequencing methods now, can be used for high throughput methods at any time.

Option Items 1 through 6

The following are additional options that can be awarded. A summary table showing the options is first, with text with details following.

OPTIONS	DESCRIPTION	Qty	Unit of Issue	Unit Price	Total Amount
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Option Item 1	<u>Vascular Plant Species Circumscription (Repeat up to 10 times)</u>	1	Unit		
Option Item 2	<u>Vascular Plant Species Population Genetic Analysis (Repeat up to 10 times)</u>	1	Unit		
Option Item 3	<u>DNA Barcode Laboratory Work (Repeat up to 10 times)</u>	1	Unit		
Option Item 4a	<u>Collect Specimens for Barcode Work on SNI or SMI – Invertebrates (Repeat up to 10 times)</u>	1	Unit		
Option Item 4b	<u>Collect Specimens for Barcode Work on SNI or SMI – Invertebrates (Repeat up to 10 times)</u>	1	Unit		
Option Item 5	<u>Conservation Seed Banking on SNI, PM, or SMI (Repeat up to 20 times)</u>	1	Unit		
Option Item 6	<u>Rare Plant Survey (Repeat up to 10 Times)</u>	1	Unit		

Option Item 1 Vascular Plant Species Circumscription (Repeat up to 10 times)

Cooperator shall make an identification determination of a plant taxa, or confounded group, selected on SNI, SMI or SCI by the installation biologist/s. Methods used to make determination of selected plant taxa shall include phylogenetic analysis using molecular tools, as well as morphometric, and geographical data to support determination. Cooperator accepts that collecting plants from off-installation locations may be required to gain required out-groups for robust analysis. Cooperator shall submit results in the form of an article to a peer-reviewed journal. Grey literature will not be accepted as a deliverable.

Samples shall be collected and processed adhering to the same methodologies in the Base CTO. Locations of sample collections shall be discussed and agreed upon by CATR, Installation Representative and Cooperator. Further, these additional soil samples may be from San Nicolas Island, San Miguel Island, San Clemente Island, or other Navy leased land in the Channel Islands under control of Naval Base Ventura County or Naval Base Coronado.

Isolate green algae, diatoms, and cyanobacteria. Create strains, identify and provide a species list with known ranges and key characteristics included. Sequence any previously un-sequenced species for barcoding, photograph new species, and ship curated duplicate specimens to a depository of our choice for accessioning. Upload specimen and sequence data to BOLD systems.

This option may be exercised up to ten (10) times within the first 48 months of this agreement. After completion of the respective Option Item the Cooperator shall have 90 days to submit a draft report, and a final 45 days following Government Comments.

Option Item 2. Vascular Plant Species Population Genetic Analysis (Repeat up to 10 times)

Cooperator shall make a population genetic analysis of a species of vascular plant on SNI, SMI, or SCI. A vascular plant on the installation will be selected for a population genetic analysis. Cooperator shall travel to installation, collect plants in all representative areas the plant grows on the installation, and provide a structure analysis, as well as other population genetic analyses showing the relatedness of the sub-populations on the installation. This option funds 96 individual samples, and can be combined with an additional repeat of this option if needed for a more robust analysis. Cooperator shall submit results in the form of an article to a peer-reviewed journal. Grey literature will not be accepted as a deliverable.

This option may be exercised up to ten (10) times within the first 48 months of this agreement. After completion of the respective Option Item the Cooperator shall have 90 days to submit a draft report, and a final 45 days following Government Comments.

Option Item 3. DNA Barcode Laboratory Work (Repeat up to 10 times)

Cooperator shall identify down to genus, and species if possible, 96 different taxa of invertebrate, lichen, fungi, vascular plant, bryophyte, or any combination of said organisms from SNI or SMI. All organisms shall be sequenced for Barcode analysis, whole genomic DNA stored in an appropriate freezer for up to the next 2 years, sequenced specimen accessioned in a museum, photographed, metadata recorded, and posted onto BOLD Systems SNI Barcode Library. This option does not include field work on SNI or SMI.

This option may be exercised up to ten (10) times within the first 48 months of this agreement. After completion of the respective Option Item the Cooperator shall have 90 days to submit a draft report, and a final 45 days following Government Comments.

Option Item 4a. Collect Specimens for Barcode Work on SNI or SMI (Repeat up to 10 times)

Cooperator shall collect as many taxa as possible with a minimum of at least 96 different taxa suitable for Barcode library incorporation that haven't already been added or collected for the Barcode library. This will require field effort on SNI or SMI. Taxa groups to be collected shall be determined by installation biologist. Groups included are vascular plants, fungi, lichens, and bryophytes. Specimens will be preserved for DNA analysis, and accessioned. (4 PI's 8 field days each).

This option may be exercised up to ten (10) times within the first 48 months of this agreement. After completion of the respective Option Item the Cooperator shall have 90 days to submit a draft report, and a final 45 days following Government Comments.

Option Item 4b. Collect Specimens for Barcode Work on SNI or SMI – Invertebrates (Repeat up to 10 times)

Cooperator shall collect as many invertebrate taxa as possible with a minimum of at least 96 different taxa suitable for Barcode library incorporation that haven't already been added or collected for the Barcode library. This will require field effort on SNI or SMI. Taxa groups to be collected shall be determined by

installation biologist. Groups included are all terrestrial invertebrates. Specimens will be preserved for DNA analysis, and separated into Order and morpho-species.

This option may be exercised up to ten (10) times within the first 48 months of this agreement. After completion of the respective Option Item the Cooperator shall have 90 days to submit a draft report, and a final 45 days following Government Comments.

Option Item 5. Conservation Seed Banking on SNI, PM, or SMI (Repeat up to 20 times)

Collect seeds from a target vascular plant species for conservation seed banking. Conserved seeds will reside at SBBG, and Fort Collins National Repository.

This option may be exercised up to ten (10) times within the first 48 months of this agreement. After completion of the respective Option Item the Cooperator shall have 90 days to submit a draft report, and a final 45 days following Government Comments.

Option Item 6. Rare Plant Survey (Repeat up to 10 Times)

Survey and GPS with sub-meter documentation a rare plant species on SNI with multiple locations on island. Upload GIS information to Cal-IBIS Rare-Plant node.

Population trend to be included for repeatedly surveyed species (e.g.: *Dithyrea maritima*,) when previous survey data is available from base biologist or held by cooperator.

This option may be exercised up to ten (10) times within the first 48 months of this agreement. After completion of the respective Option Item the Cooperator shall have 90 days to submit a draft report, and a final 45 days following Government Comments.

I. MEETINGS/COORDINATION

1. The Recipient or his/her designee will ensure coordination of all activities with the CATR Representative via email.
2. The recipient shall be available for a pre-performance conference within 14 days of task order award. Recipient shall provide draft meeting minutes within 5 days following the meeting. Recipient shall provide final meeting minutes within 7 days of receipt of government comments.
3. The Recipient shall be available on an intermittent basis throughout the Agreement period for consultation with the CATR and NBVC Representative on matters involving data collection, analysis, reporting, or other matters related to this Cooperative Agreement.

J. SUBMITTALS and SCHEDULES

Base Period Deliverables

- Work Plan (GIS geodatabase template, and schedule)
- Accident Prevention Plan and Accident Hazard Analysis
- Draft and Final manuscripts
- Include a color microscopy photo of each taxa with scale.
- Determination of genus and species, with key diagnostic characteristics noted, known range described with a native or non-native determination.
- Unnamed species of cyanobacteria, diatoms, and green algae found in samples must be formally described in a peer reviewed paper, such as *Journal of Phycology*, using sequence data.

- DNA sequence data for use in DNA barcode library, regions required are 18s and RCBI for green algae and diatoms, and 16s with ITS for Cyanobacteria. Exact region can be determined with Navy installation representative and a collaborating PI.
- Upload specimen and sequence data to BOLD, see www.boldsystems.org.
- Duplicate herbarium specimen of every species found to be mailed to herbarium or NHM of Navy's choosing in the continental US.
- Final results of phylogenetic work will be compiled and presented in a peer reviewed journal in lieu of a final grey literature report.

Option Deliverables

- Incorporate additional sample data into Base Period final manuscript and analysis.

1. Schedule

Event	Due Date
Kick –off meeting (teleconference)	15 days after award
Work Plan	30 days after kick-off meeting
Revised Work Plan for each Option	30 days after Option award
Accident Prevention Plan/Activity Hazard Analysis	15 days after kick-off meeting
Base Period	18 months after award
Draft Manuscript	60 days after analysis is complete
Final Manuscript	30 days after receipt of comments

2. Submittals

Electronic copies of all submittals/schedules/deliverables (examples include, but are not limited to, draft/interim/final reports, progress reports/monthly reports) will be provided to the Cooperative Agreement Administrator for retention in the official agreement file.

a. Draft Reports. A separate draft and final report shall be provided. The draft reports shall be submitted within 60 days of field and/or lab work completion. The report shall be in scientific format and include the following: 1) Title page showing title, date, cooperative agreement number 2) Sub-title page showing title, prepared by and for listings, date and recommended citation; 3) Table of contents; 4) Abstract or Executive Summary; 5) Detailed methodology describing techniques, methods, plant species locations, and equipment used; 6) Summary and conclusion of data analysis; 7) Recommendations for management.

Draft Deliverable shall include, if applicable, MS Word and Adobe Acrobat Pro documents, spreadsheets/databases, field datasheets, photos with photo credit, and GIS files. The Recipient shall provide all required draft reports as electronic files, either as email attachments, sent to the CATR on CD, or downloadable via FTP site.

b. Final Reports. All final reports shall be submitted within 30 calendar days of receipt of Government comment. The government will have a 60 calendar day review period from receipt

of the draft reports to comment. The final reports shall be submitted within 30 calendar days of receipt of Government comments. If necessary the government will have a 30 calendar day review period from receipt of final reports (with comments incorporated) for government review of documents to ensure comments were adequately addressed. If review and acceptance by government is not completed within the 30 day review period, constructive acceptance will be deemed to have occurred and final deliverables can be submitted.

Final Deliverable shall include, if applicable, MS Word and Adobe Acrobat Pro documents, spreadsheets/databases, field datasheets, photos with photo credit, GIS layers, work plan, and APP. The Recipient shall provide four (4) CDs of the final deliverables each containing the report, maps, all photographs, Geodatabase, raw data, and any pertinent supplemental information.

3. Submittal/Deliverable Standards

- a. All submittals/deliverables are expected to be of the highest professional quality and will be rejected if any of the following exists:
 - There are typographical errors, spelling, or grammar mistakes; or
 - Results and discussion are not tied directly and continually to natural resource management concerns of the installation; or
 - Document is not organized in a manner that flows well; or
 - Document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species.
 - The appropriate style guide is not adhered to (in most cases this is the ESA or CSE).

b. The draft report shall be a complete document that has been proofread for spelling and grammatical errors and contains all text, figures, graphics, photographs and tables provided for review.

c. Maps

- All maps created for this Agreement shall be incorporated in the draft and final reports. All maps shall be printed on 8.5 by 11-inch paper or 11 by 17-inch paper folded to match the size of the report(s).
- All maps shall be printed at an acceptable scale using a State Plane projection, Zone 0405, North American Datum 1983 or USGS. Electronic copies of all maps shall also be provided.
- All maps created for this Agreement shall contain the following information: (a) title, (b) scale bar, (c) legend, (d) date, (e) north arrow and (f) notation identifying who prepared the map.

d. Photographs

The Recipient will document and record pertinent aspects of the work using color digital imagery. The Recipient will provide camera and all necessary equipment. Photographs of activities documented shall be included as an appendix on CD ROM. All photographs shall become DoN property and shall be submitted with the final report. All original photographs shall be appropriately labeled with information to include:

- Date
- location (specific place and Installation)
- subject/activity
- activity documented
- identification of any people in the picture
- photographer

e. GIS

GIS files will conform to the GeoReadiness Center Standards and Specifications for Vector GIS Deliverables (Attachment C).

K. DATA AND PUBLICATION

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR 200.315 concerning “Intangible Property,” which includes use of research data. Any information or data protected by federal law will be identified by the Government prior to being provided to Recipient and the Government will notify the Recipient in advance of applicable limitations on such information. Except as to information so identified and limited, there are no restrictions on reporting or publishing reports based upon the fundamental research that is the subject of this Cooperative Agreement. The Federal Government has the right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The DoN acknowledges and agrees that the Recipient’s fundamental consideration in performing the research under this Agreement shall be Recipient’s right to publish the results of such research for academic and scientific purposes. The Recipient shall submit, for review and comment, any proposed professional, scientific or non-scientific report, paper or note published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this Agreement to the DoN thirty (30) days prior to the submission of the work mentioned above.

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: “This research was funded by the Commander, Navy Installation Command.”

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

4. The Recipient shall be responsible for ensuring all personnel participating in activities under this Agreement have read and acknowledged the DATA AND PUBLICATION provisions of this Agreement.

L. RELEASE OF INFORMATION

The Recipient shall not respond to any inquiries about this Cooperative Agreement from the news media or non-governmental organizations or other persons (with the exception of inquires that are intended to benefit the academic research of this Cooperative Agreement) during the term of this Cooperative Agreement unless it has first consulted with the Government and a determination appropriately made by the cognizant Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the Public Affairs Officer at the Installation and Public Affairs Officer at NAVFAC SW through the IR, CATR and CAA. In the case of failure to agree as to the manner of publication/release or interpretation of results, either party may publish data after due notice (not to exceed 10 business days) and submission of the proposed release of information to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.

News releases and publications shall contain an acknowledgement of support and disclaimer as follows:
“This research was funded by the U.S., Commander, Navy Installation Command.”

The disclaimer will be: "Any opinions, findings, and conclusions or recommendations expressed are those of the author(s) and do not necessarily reflect the views of the Commander, Navy Installation Command.”

M. SAFETY

The Recipient will be required to develop an Accident Prevention Plan (APP) following the format in Appendix A of the EM 385-1-1, US Army Corps of Engineers Safety & Health Requirements Manual, 30 November 2014 or latest edition. The government CATR will contact the SW EV Safety Office to check if the project may qualify for the Abbreviated APP, prior to directing the recipient to prepare an APP. Additional specific plan or plans is/are required if the project involves work that is potentially hazardous. List of specific plans is located at section (i) of Appendix A of the EM 385-1-1. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- work on, in, or near bodies of water where there a danger from drowning
- use of heavy equipment, e.g. backhoes, excavators, bulldozers, etc.
- excavation, backfilling, and compaction
- use of man lifts, ladders, and other climbing apparatus
- use of weight handing equipment, e.g. crane, forklifts, and hoists
- well drilling and/or well pump repair or replacement
- construction, demolition, or repair of site improvements
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

A Site Safety and Health Plan (SSHP) is also required if the work involves potential exposure to hazardous, toxic or radioactive waste (HTRW). The minimum requirement for the SSHP is in Section 33 of the EM 385-1-1. Include an Activity Hazard Analysis (AHA) for all tasks reasonably anticipated to be performed as part of this scope of work. Format and instructions for the AHA is in section 1 of the EM 385-1-1. As a minimum, references used to develop the APP, SSHP and AHA are: EM 385-1-1 (or latest addition), and Local Activity safety plans and standard operating procedures. When developing the APP, SSHP and AHA, address all sections that are deemed appropriate for performing the work in this CA, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the Government Designated Authorities (SW 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 SW EV Safety Office prior to directing the recipient to prepare a SSHP.

The APP, SSHP and AHA will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the DoD. The Recipient shall certify to CATR that the final APP, SSHP and AHA have been reviewed with each Recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

A Draft and Final APP, SSHP and AHA will be submitted concurrently with the Work Plan but shall be printed under a separate cover from the Work Plan. The final APP, SSHP and AHA shall be immediately accessible to the Site Safety and Health Officer (SSHO) and Project Manager at all times during the

project, and a copy shall be available in every vehicle utilized for work under this Cooperative Agreement. The SSHO is required to have completed the 40-hours Safety Awareness Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (November 2015) change 8, 08/19. The recipient will provide a Monthly Exposure Report (MER) and will attach this report to the quarterly (or other specified interval) billing request. The CATR will submit a copy of the MER to the SW EV Safety Office.

Site Assist Visit (SAV). While the recipient is performing the job on-site, a SW EV Safety representative may perform an SAV. The recipient is required to comply with the contents of the final APP (with the AHA and/or SSHP, as applicable). Any modifications to the APP shall be approved first by the GDA prior to continuing work. Also the recipient has to comply with the requirements of the Section 1, Program Management, of the EM-385 -1-1, while at the job site.

N. HOLD HARMLESS

1. The Government shall not be responsible for the loss of or damage to property of the Recipient and/or his/her representatives, or for personal injuries to the Recipient and/or his/her representatives arising from or incident to the use of government facilities or equipment. Recipient shall indemnify, hold harmless, defend and save Government harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of Government Premises by Recipient, its employees, servants, agents, guests, invitees, and contractors. This includes, but is not limited to, any fines, claims, demands and causes of action of every nature whatsoever that may be made upon, sustained or incurred by the Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of the Recipient, its employees, servants, agents, guests, invitees, or contractors. This indemnification also applies to claims arising out of the furnishings of any utilities or services by the Government or any interruption therein or failure thereof, occasioned by the negligence or lack of diligence of Recipient or its respective officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this Cooperative Agreement.

2. In the event of damage, including damage by contamination, to any Government property by the Recipient, its officers, agents, servants, employees, or invitees, the Recipient, at the election of the Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the Government.

O. INSURANCE

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

policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

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

2. All insurance required of the Recipient hereunder shall be in such form, for such periods of time and with such insurers as the Government may require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance shall name the United States of America as an additional insured, and shall provide that no cancellation, reduction in amount or any material change in coverage thereof shall be effective until at least 30 calendar days after receipt by the Government of written notice thereof, regardless of any prior act or failure to act or negligence of the Recipient or the Government or any other person concerning such amount or change in coverage.

3. The Recipient at its sole cost and expense, may insure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of this Section O, including coverages specified in Attachment B hereof. Recipient shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment A to this Cooperative Agreement. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education who provide evidence of a self-insurance program in accordance with this Section and Attachment A, Section 2.)

4. During the entire period the Cooperative Agreement shall be in effect, the Recipient shall require its contractors or agents or any contractor performing work at the Recipient’s or agent’s request on the affected Government Premises to carry and maintain the insurance required below:
“Comprehensive general liability insurance in the amount of 1,000,000.00.”

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

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

replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Recipient, the Recipient shall promptly refund to the Government the amount of such proceeds.

P. PAYMENTS

1. Partial payments equal to the amount of work accomplished may be made monthly during the field work portion; after submittal of the draft reports; and after receipt of the final reports.
2. The final payment of 10 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section J have been received and accepted by the CATR.
3. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 et seq. Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.
4. Payments will be made in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment B 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.fsrs.gov> for each first-tier subcontract:

- (a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
- (b) Name of the subcontractor.
- (c) Amount of the subcontract award.
- (d) Date of the subcontract award.
- (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (f) Subcontract number (the subcontract number assigned by the Contractor).
- (g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

- (h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (i) The prime contract number, and order number if applicable.
- (j) Awarding agency name and code.
- (k) Funding agency name and code.
- (l) Government contracting office code.
- (m) Treasury account symbol (TAS) as reported in FPDS.
- (n) The applicable North American Industry Classification System (NAICS) code.

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

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

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

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

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

R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>

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 CA 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 Systems Command San Diego, CA shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self insurance program."
- c. "The United States of America (Department of the Navy) is added as an additional insured in operations of the policyholder at or from the premises licensed/leased from the United States".
- d. "This insurance certificate is for use of facilities at Naval Outlying Landing Field San Nicolas Island under the CA, No. N62473-22-2-0015."

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

ATTACHMENT A (Continued)
NON SELF-INSURED REQUIREMENTS FORM

INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO RECIPIENT BEING PERMITTED TO USE OR OCCUPY GOVERNMENT PREMISES OR PROPERTY PURSUANT TO THE COOPERATIVE AGREEMENT

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

- a. Required minimum amounts of insurance listed below:
- | | | |
|----|-----------|--|
| \$ | N/A | Fire and Extended Coverage |
| \$ | 1,000,000 | Third Party Property Damage |
| \$ | 1,000,000 | Third Party Personal Injury Per Person |
| \$ | 1,000,000 | Third Party Personal Injury Per Accident |

2. THE CERTIFICATE OF INSURANCE MUST CONTAIN THE FOLLOWING ENDORSEMENTS:

- a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
- b. "The Commanding Officer, Naval Facilities Engineering Systems Command, Facilities Engineering Systems Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."
- c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."
- d. "This insurance certificate is for use of facilities at Naval Outlying Landing Field San Nicolas Island under this CA, No. N62473-22-2-0015."
- e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the Government, shall be payable to Recipient, and proceeds not paid to Recipient shall be payable to the Treasurer of the United States of America."

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

ATTACHMENT B WAWF INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: **N62473-22-2-0015**

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

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

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

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

Routing Data Table*

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

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

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

NAVFAC_SW_ECOMP_inspector@navy.mil

dianna.r.abdo.civ@us.navy.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NOT APPLICABLE

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

(End of clause)