

FY21 SCOPE OF WORK
VESSEL BASED MARINE MAMMAL SURVEYS IN
PUGET SOUND, WASHINGTON
(Period of Performance: 15 August 2021-15 July 2023)

June 2021

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A. INTRODUCTION

In order to conduct at-sea testing, including weapons systems, shock trials, propulsion testing and other testing associated with construction of vessels, including aircraft carriers, Naval Sea Systems Command (NAVSEA) receives authorizations from the National Marine Fisheries Service (NMFS) for impacts to marine mammals and endangered species. As a condition of these permits, NAVSEA must conduct monitoring of potential effects of at-sea testing. The work presented in this scope will support the permits required for at-sea testing events allowing for planned testing to occur.

The primary mission of the United States (U.S.) Navy is to maintain, and equip combat-ready naval forces capable of winning wars, deterring aggression, and maintaining freedom of the seas. While fulfilling its primary mission, the Navy maintains a deep commitment to environmental compliance and stewardship.

The U.S. Navy conducts military training and testing in the Pacific Northwest. A description of these activities can be found in the Northwest Training and Testing (NWTT) Final and Final Supplemental EIS (DoN 2015; DoN 2020). The NWTT Study Area includes four existing complexes, one being the Northwest Training Range Complex (NWTRC). The U.S. Navy utilizes the NWTRC for training of operational forces, testing of military equipment, and other military activities. As with all range complexes, the primary goal of NWTRC is to provide a realistic training environment to ensure that naval forces have the capabilities and tools required to accomplish missions.

Because of requirements under the Marine Mammal Protection Act (MMPA) and the Endangered Species Act (ESA), NMFS has issued regulatory permits to the Navy under which to conduct these training and testing activities. A condition of these permits is to conduct a monitoring program to learn more about the effects of Navy activities on those species protected under these two acts.

Waters within the NWTT and NWTRC study area is known to be habitat for various species of marine mammals, all of which are protected under the MMPA, and some of which may be protected under the ESA. In order to assist in planning for military operations, the U.S. Navy is seeking information to better understand marine mammal distribution and abundance within the region. The abundance, density, population dynamics, seasonality, movement patterns, and other behaviors of these species are important for consultation to acquire regulatory permits, but are poorly known in this study area. Therefore, this project will conduct in-water vessel-based line transect surveys to provide critical information on the spatial and temporal distribution of marine mammals (with a focus on cetaceans) within the region.

B. PURPOSE

The purpose of this project is to conduct marine mammal in-water vessel-based line transect surveys in the Puget Sound basin. The primary goals are to:

- (1) Record data on all marine mammal species seen with the study area, with a focus on the killer whale (*Orcinus orca*) and the harbor porpoise (*Phocoena phocoena*).
- (2) Identify the seasonal occurrence and abundance/density of cetaceans within the study area.
- (3) Identify the effects of environmental variables (e.g., depth, temperature) on the distribution and abundance of species (e.g., harbor porpoise) within the study area.

This agreement includes four Base Tasks and five Option Items. The first Base task is to conduct vessel based marine mammals surveys in Puget Sound, WA. The second Base Task is to develop a preliminary summary. The third Base Task is to develop a technical report including a comprehensive analysis of survey data and the fourth Base Task is to present data and attend the Navy's annual Program Review Meeting. Option Items consist of collecting additional marine mammal data and using Unmanned Aerial Systems (UAS) to assist with data collection. Details are provided in H. SPECIFIC REQUIREMENTS.

C. LOCATION

All in-water surveys shall be focused within and around the vicinity of the Hood Canal portion of Puget Sound, Washington.

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Mr. Kevin Magennis, Contract Specialist, Naval Facilities Engineering Systems Command Southwest, 750 Pacific Highway, San Diego, CA 92132-5190, telephone (619) 705-5566, and email kevin.magennis@navy.mil.
2. The Cooperative Agreement Technical Representative (CATR) is Ms. Brittany Bartlett, Marine Resources, Naval Facilities Engineering Systems Command Pacific, 258 Makalapa Drive, Pearl Harbor, HI, 96860, telephone (808) 472-1385, and email brittany.bartlett@navy.mil.
3. The Deputy CATR is Ms. Jessica Chen, Marine Resources, Naval Facilities Engineering Systems Command Pacific, 258 Makalapa Drive, Pearl Harbor, HI, 96860, telephone (808) 472-1424, and email jessica.chen@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 NAVSEA 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.

4. The Naval Sea Systems Command (NAVSEA) Representative is Mr. Benjamin Colbert, Environmental and Natural Resource Planning, NAVSEA HQ (04RE), 1333 Isaac Hull Ave. SE., Washington, DC, 20376, telephone (202) 781-3859, and email benjamin.colbert@navy.mil.

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

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.

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.

For the purposes of this Agreement, the term Recipient shall mean - **To Be Determined**.

E. PERIOD OF PERFORMANCE

The period of performance (PoP) for the Agreement is effective, date of award (anticipated as 15 Aug. 2021) through PoP end date (15 July 2023). However, the parties may extend the period of the CA by written modification. Total duration of this Agreement, including any Option Items shall not exceed 60 months. The

exercise of any Options Items are subject to the availability of funds and may be awarded unilaterally. The end date is the anticipated date that the Final Report is accepted by the Government.

A fifteen (15) day period, starting on date of award, will be used for the Recipient to provide preliminary documents to the Cooperative Agreement Administrator (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.

The Base Period is a non-severable completion-based service that results in a comprehensive deliverable.

Option Item	Period of Performance	Anticipated Award Date
Base Period	15 Aug. 2021 – 15 July 2023	Summer 2021
Option Item 1	15 Aug. 2021 – 15 July 2023	Summer 2021
Option Item 2	15 Aug. 2022 – 15 July 2024	Summer 2022
Option Item 3	15 Aug. 2022 – 15 July 2024	Summer 2022
Option Item 4	15 Aug. 2023 – 15 July 2025	Summer 2023
Option Item 5	15 Aug. 2023 – 15 July 2025	Summer 2023

F. MATERIAL AVAILABLE FOR REVIEW

Recipient and/or his/her representative(s) will have access to the following materials through the CATR that provide additional background information, but are not required to review:

1. Marine Species Monitoring, Visual Survey Data: <https://www.navy-marinespeciesmonitoring.us/data-access/visual-survey-data/>
2. U.S. Navy Annual Marine Species Monitoring Reports for the Pacific available at: <https://www.navy-marinespeciesmonitoring.us/reporting/pacific/http://www.navy-marinespeciesmonitoring.us/reading-room/pacific/>
3. Buckland et al. 2001, 2004, 2015:
 - Introduction to Distance Sampling (2001)
 - Advanced Distance Sampling (2004)
 - Distance Sampling: Methods and Applications (2015)
4. Northwest Training and Testing Environmental Compliance Documents available: <https://www.nwtteis.com/>

G. GENERAL REQUIREMENTS

1. The Recipient shall provide all labor, management, supervision, tools, materials, equipment, transportation, meals, and lodging for him/herself and his/her personnel. All Recipient equipment is subject to inspection and approval by the CATR. Any computer hardware that will be connected to a government IT network must be cleared by a government IT specialist prior to connection to the system.
2. The Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. All data (raw and associated files), photographs, and equipment > \$5000 per unit in value and supplies > \$5,000 in aggregate value purchased with Agreement funds (including computer software) shall become the property of the Department of the Navy at the end of the Agreement. Equipment is defined as “tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year.” Supplies are defined as “all personal property excluding equipment, intangible property, and debt instruments, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding

agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements." (**DoD Grant and Agreement Regulations, DoD 3210.6-R#**)

3. The Recipient shall visit the study/project area as often as necessary and within the time limits stated below to accomplish the purposes of the Agreement as detailed further in this Scope of Work. If applicable, 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/Range Complex. The Recipient must comply with all security rules, regulations, requirements, and day-to-day operational changes thereto. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Recipient access to study/project sites. While on the Installation/Range Complex, the Recipient shall abide by all applicable rules and regulations issued by the Commanding Officer. The Recipient may be subject to inspections for contraband while on Government property.

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

5. It is the responsibility of the Recipient to possess all required state and federal permits for performing work conducted under this Agreement.

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

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

i. Experience and knowledge in leading marine mammal line-transect surveys, with at least 10 years of previous work or research experience in these activities, as demonstrated by authorship on resulting peer-reviewed publications.

ii. Experience performing marine mammal field research on a U.S. Navy range that requires managing water space access and real-time communications with U.S. Navy range personnel to facilitate surveys, as demonstrated by reports on peer-reviewed publications. It is preferable to possess general knowledge of U.S. Navy-funded marine mammal research and development and compliance programs relevant to marine mammals in the study area, in order to optimize identification of cooperative leveraging opportunities, as demonstrated by reports or peer-reviewed publications.

iii. Access to the use of all applicable permits to perform all work described in the SOW.

B. Research Associates: The Recipient shall designate one or more people as responsible for assisting the principal investigator. The person(s) shall have, or have immediate access to personnel that have, at the minimum:

i. Experience with small-vessel based field operations of marine mammals, as demonstrated by at least 10 years of field research experience in these activities, inclusive of line-transect surveys.

ii. Experience with boat driving specifically for marine mammal line-transect surveys.

iii. Co-authorship on resulting peer-reviewed publication and reports is desired, but not required.

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

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

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

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

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

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

13. The use of the Range Complex by the Recipient is on a "not to interfere" basis.

14. 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.

15. 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.

16. 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.

17. 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 Department of the Navy. Legible copies of the field notes, data forms and other information shall be provided to the CATR upon request.

18. The data obtained during this Agreement shall be scientifically defensible and suitable for publication. All methods of data collection and analyses shall be standardized with previous studies conducted by the Recipient under past Agreements for this type of work, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature(s). If changes in analyses make results unfit for comparison with previously collected data, the Recipient shall reanalyze all appropriate data sets for comparison. The CAA shall approve (via the CATR) in advance any changes to previously used

experimental designs, methods of data collection and/or analyses, which shall be provided in the Recipient's required Work Plan.

19. The Recipient shall inform the CATR 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.

20. The Recipient shall inform the CATR 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.

21. Throughout the term of this Agreement the CATR and, after notice from the CATR, the NAVSEA 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.

22. The Department of the Navy, via the CAA, may request updated data presented on maps, figures and/or tables whenever the Department of the Navy'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. The Department of the Navy 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 NAVSEA Representatives) to review so that the Department of the Navy will have a firm understanding on the amount of work displaced that would have normally been accomplished during the period of time required to complete the request.

H. SPECIFIC REQUIREMENTS

The following specific work requirements for this Agreement are in addition to the requirements set forth above. All work shall be consistent with the requirements of NWT Letters of Authorization (LOAs) and Biological Opinions (BOs) and all pertinent federal, state and local laws and regulations. All work shall be coordinated with the CATR and NAVSEA Representatives.

BASE TASKS:

1. Small-Vessel Based Marine Mammal Survey:

For the Base Period, a total of 40 days of vessel-based marine mammal survey effort will be completed, with the goal of completing 10 days per season (fall, winter, spring, and summer). Effort will be focused within the vicinity of the Hood Canal portion of Puget Sound, Washington. Weather will be monitored to ensure surveys are conducted in the best conditions possible to increase sighting rates.

Surveys will follow line transect/distance sampling methods as described in Buckland et al. 2001, 2004, 2015. Methodology should facilitate future comparability with previous harbor porpoise surveys conducted in Puget Sound and should ensure compatibility with the U.S. Navy Species Density Database and associated modeling. Calibration experiments are to be conducted prior to, during and at the end of the survey to ensure accuracy of the observer in distance estimation. Data is to be recorded for all marine mammal sightings, with harbor porpoises and killer whales being priority species.

2. Preliminary Summary:

A preliminary summary shall be prepared for all efforts completed from the date of award through 31 December 2021 (for the Navy's annual report to NMFS). The summary shall include project goals with abbreviated description of methods, and overall project status (including completed and remaining tasks and an estimate of remaining effort). The preliminary summary shall include a title page, suggested citation, and executive summary or abstract. The 2021 draft summary shall be received no later than 7 January 2022. The final preliminary report shall incorporate responses to comments provided by the CATR, and shall be accompanied with a comment response matrix. The final summary shall be received no later than 14 days following receipt of Navy comments.

3. Analysis and Reporting:

A detailed report shall be produced, formatted as a manuscript suitable for submission to a peer-reviewed scientific journal. The report shall describe analyses of data collected during Base Task 1, including all methods, as well as project status and results. Within the analysis, cetacean abundance is to be estimated (on a yearly basis), with insight into seasonal distribution, if data allows. If sufficient information is available, habitat models are to be developed to assess the effect of environmental variables (e.g., depth, temperature) in the distribution and abundance of harbor porpoises (and potentially other species) within the study area.

The draft and final report shall include at least the following: 1) title page showing title, date, Cooperative Agreement number, NAVSEA Representative and CATR contact information, the text "funded by U.S. Navy", and a suggested citation; 2) abstract or executive summary; 3) Introduction; 4) Methods; 5) Results; and 6) Discussion. Deviations from these requirements must be confirmed in writing by the CATR. The final report shall incorporate responses to comments provided by the CATR, and be accompanied with a comment response matrix. The draft report shall be completed by 15 October 2022. The final report shall be received no later than 30 days following receipt of Navy comments.

In addition, a brief 1-page monthly status update that include any past progress, future plans, and any potential obstacles shall be developed.

Data deliverables shall also include all photographs collected under this Agreement, as well as all data and results delivered to CATR on a Navy-approved external hard drive. In addition, all visual survey data collected shall be uploaded to OBIS-SEAMAP.

4. Presentation at Program Review Meeting:

One representative from the science team performing the tasks above shall provide two oral talks with slide presentation on the tasks and results of this project at the Navy Marine Species Monitoring Program Review meeting. The dates are likely to be in the spring (March – June) of 2022 for preliminary reporting and spring 2023 for final reporting. The representative shall attend all days of these three-day meetings. Location(s) are expected to be at a major city near an airport on the U.S. West Coast (e.g., San Diego, Seattle). No later than one month after the final day of the meeting, a version of this slide presentation shall be delivered to the CATR suitable for public release.

OPTIONAL TASKS:

OPTION ITEM 1: Upon award of Option Item 1, the Period of Performance will be twenty-three (23) months (15 Aug. 2021 – 15 July 2023). Option Item 1 may only be awarded if the Base Period is awarded.

1. Option Item 1 will utilize aerial photogrammetry via an Unmanned Aerial System (UAS) to assist with the reliability and accuracy of the vessel based survey effort. One UAS operator would be required, in

addition to the three vessel-based surveyors. To avoid disturbances during the line-transect survey, some flights may be conducted from land.

2. The UAS would be utilized for approximately half (20 days) of the survey effort.
3. The platform acquired for the device must meet the requirements of the 2019 NDAA, section 848 in order to be approved by the Navy's Drone Board.
4. The Recipient shall work with a Navy representative to present the project to the Navy Drone Board for vehicle approval.

OPTION ITEM 2: Upon award of Option Item 2, the Period of Performance will be twenty-three (23) months (15 Aug. 2022 – 15 July 2024).

1. For Option Item 2, tasks described in Base Tasks 1, 2, 3, and 4 shall be performed. However, for Task 4, one meeting (spring 2023) will already be covered under the Base Period. Thus, only one meeting (spring 2024) would be additionally required. The analysis, summaries, and technical report shall incorporate data collected throughout this entire CA.

OPTION ITEM 3: Upon award of Option Item 3, the Period of Performance will be twenty-three (23) months (15 Aug. 2022 – 15 July 2024). Option Item 3 may only be awarded if Option Item 2 is awarded.

1. Option Item 3 will utilize aerial photogrammetry via an Unmanned Aerial System (UAS) to assist with the reliability and accuracy of the vessel based survey effort. One UAS operator would be required, in addition to the three vessel-based surveyors. To avoid disturbances during the line-transect survey, some flights may be conducted from land.
2. The UAS would be utilized for approximately half (20 days) of the survey effort.
3. The platform acquired for the device must meet the requirements of the 2019 NDAA, section 848 in order to be approved by the Navy's Drone Board.
4. The Recipient shall work with a Navy representative to present the project to the Navy Drone Board for vehicle approval.

OPTION ITEM 4: Upon award of Option Item 4, the Period of Performance will be twenty-three (23) (15 Aug. 2023 – 15 July 2025)

1. For Option Item 4, tasks described in Base Tasks 1, 2, 3, and 4 shall be performed. However, for Task 4, one meeting (spring 2024) will already be covered under Option 2. Thus, only one meeting (spring 2025) would be additionally required. The analysis, summaries, and technical report shall incorporate data collected throughout this entire CA.

OPTION ITEM 5: Upon award of Option Item 5, the Period of Performance will be twenty-three (23) months (15 Aug. 2023 – 15 July 2025). Option Item 5 may only be awarded if Option Item 4 is awarded.

1. Option Item 5 will utilize aerial photogrammetry via an Unmanned Aerial System (UAS) to assist with the reliability and accuracy of the vessel based survey effort. One UAS operator would be required, in addition to the three vessel-based surveyors. To avoid disturbances during the line-transect survey, some flights may be conducted from land.
2. The UAS would be utilized for approximately half (20 days) of the survey effort.
3. The platform acquired for the device must meet the requirements of the 2019 NDAA, section 848 in order to be approved by the Navy's Drone Board.
4. The Recipient shall work with a Navy representative to present the project to the Navy Drone Board for vehicle approval.

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

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

I. MEETINGS/COORDINATION

1. The Recipient or his/her designee will attend (via telephone) a kick-off meeting with the CATR, NAVSEA Representatives, and/or other necessary parties to ensure coordination of activities. The CATR shall arrange the meeting.
2. The Recipient or his/her designee will ensure coordination of all activities with the CATR via email.
3. The Recipient shall be available on an intermittent basis throughout the Agreement period for consultation with the CATR and NAVSEA Representatives on matters involving data collection, analysis, reporting, or other matters related to this Cooperative Agreement.

J. SUBMITTALS and SCHEDULES

1. Electronic copies of all submittals/schedules/deliverables (examples include, but are not limited to, draft/interim/final reports, progress reports/monthly reports) will be provided to the CAA for retention in the official agreement file.
2. Recipient shall adhere to following schedule, unless otherwise approved by CAA and CATR.

Submittals and Deliverable Schedule

Event/Deliverable	Due Date	Delivery Type/Format
BASE TASKS		
Meetings and Coordination		
Kick-off Meeting	Within 10 days of Date of Award	Teleconference
Program review meeting presentation (2)	TBA, NLT 30 Jun. 2022 and 30 Jun. 2023	PowerPoint or PDF
Fieldwork		
Begin preparation for mobilization	Date of Award	N/A
Small vessel based marine mammal field survey (40 days)	Fall 2021 – Summer 2022 Fall (10 days); Winter (10 days); Spring (10 days); Summer (10 days)	N/A
Monthly Status Updates	Monthly	Electronic (email) (MS Word)

Draft Preliminary Summary	7 Jan. 2022	Electronic (email) (MS Word)
Final Preliminary Summary	No later than 14 days after receipt of Navy comments	Electronic (email) (MS Word)
Draft Report	15 Oct. 2022	Electronic (email) (MS Word)
Final Report	NLT 30 days after receipt of Navy comments	Electronic (email) (MS Word)
Data Deliverables	NLT than 1 July 2023	External hard drive (photographs/data); animal encounter data by email (MS Excel); visual survey data uploaded to OBIS-SEAMAP
OPTION ITEM 1		
Begin preparation for mobilization	Date of Award	
Kick-off meeting	Within 10 days of Date of Award (can be incorporated into Base Period call)	Teleconference
UAS Deployment	At least 20 days during Base Period's small vessel based marine mammal field survey	
Monthly Status Updates	Monthly (can be incorporated into included into Base Period updates)	Electronic (email) (MS Word)
Draft Preliminary Summary	7 Jan. 2022 (can be incorporated into Base Period summary)	Electronic (email) (MS Word)
Final Preliminary Summary	NLT 14 days after receipt of Navy comments (can be incorporated into Base Period summary)	Electronic (email) (MS Word)
Draft Report	15 Oct. 2022 (will be incorporated into Base Period report)	Electronic (email) (MS Word)
Final Report	NLT 30 days after receipt of Navy comments (can be incorporated into Base Period report)	Electronic (email) (MS Word)
Program review meeting presentation (2)	TBA, NLT 30 Jun. 2022 and 30 Jun. 2023 (will be incorporated into Base Period meeting)	PowerPoint or PDF
Data Deliverables	NLT 1 July 2023 (will be incorporated into Base Period deliverables)	External hard drive (photographs/data); animal encounter data by email (MS Excel); visual survey data uploaded to OBIS-SEAMAP

OPTION ITEM 2		
Begin preparation for mobilization	Date of Award	N/A
Kick-off Meeting	Within 10 days of Date of Award	Teleconference
Small vessel based marine mammal field survey (40 days)	Fall 2022 – Summer 2023 Fall (10 days); Winter (10 days); Spring (10 days); Summer (10 days)	N/A
Monthly Status Updates	Monthly	Electronic (email) (MS Word)
Draft Preliminary Summary	7 Jan. 2023	Electronic (email) (MS Word)
Final Preliminary Summary	No later than 14 days after receipt of Navy comments	Electronic (email) (MS Word)
Draft Report	15 Oct. 2023	Electronic (email) (MS Word)
Final Report	NLT 30 days after receipt of Navy comments	Electronic (email) (MS Word)
Program review meeting presentation (2)	TBA, NLT 30 Jun. 2023 and 30 Jun 2024 (first meeting will be covered by Base Period)	PowerPoint or PDF
Data Deliverables	NLT than 1 July 2024	External hard drive (photographs/data); animal encounter data by email (MS Excel); visual survey data uploaded to OBIS-SEAMAP
OPTION ITEM 3		
Begin preparation for mobilization	Date of Award	
Kick-off meeting	Within 10 days of Date of Award (can be incorporated into Option Item 2 call)	Teleconference
UAS Deployment	At least 20 days during Option Item 2 small vessel based marine mammal field survey	
Monthly Status Updates	Monthly (can be incorporated into included into Option 2)	Electronic (email) (MS Word)

Draft Preliminary Summary	7 Jan. 2023 (can be incorporated into Option Item 2 summary)	Electronic (email) (MS Word)
Final Preliminary Summary	NLT 14 days after receipt of Navy comments (can be incorporated into Option Item 2 summary)	Electronic (email) (MS Word)
Draft Report (include all data collected to date)	15 Oct. 2023 (can be incorporated into Option Item 2 report)	Electronic (email) (MS Word)
Final Report	NLT 30 days after receipt of Navy comments (can be incorporated into Option Item 2 report)	Electronic (email) (MS Word)
Program review meeting presentation (2)	TBA, NLT 30 Jun. 2023 and 30 Jun. 2024 (will be incorporated into Option Item 2 meeting)	PowerPoint or PDF
Data Deliverables	NLT 1 July 2024	External hard drive (photographs/data); animal encounter data by email (MS Excel); visual survey data uploaded to OBIS-SEAMAP
OPTION ITEM 4		
Begin preparation for mobilization	Date of Award	N/A
Kick-off Meeting	Within 10 days of Date of Award	Teleconference
Small vessel based marine mammal field survey (40 days)	Fall 2023 – Summer 2024 Fall (10 days); Winter (10 days); Spring (10 days); Summer (10 days)	N/A
Monthly Status Updates	Monthly	Electronic (email) (MS Word)
Draft Preliminary Summary	7 Jan. 2024	Electronic (email) (MS Word)
Final Preliminary Summary	No later than 14 days after receipt of Navy comments	Electronic (email) (MS Word)
Draft Report	15 Oct. 2024	Electronic (email) (MS Word)
Final Report	NLT 30 days after receipt of Navy comments	Electronic (email) (MS Word)
Program review meeting presentation (2)	TBA, NLT 30 Jun. 2024 and 30 Jun 2025 (first meeting will be covered by Option 2)	PowerPoint or PDF
Data Deliverables	NLT than 1 July 2025	External hard drive (photographs/data); animal encounter data by email (MS

		Excel); visual survey data uploaded to OBIS-SEAMAP
OPTION ITEM 5		
Begin preparation for mobilization	Date of Award	
Kick-off meeting	Within 10 days of Date of Award (can be incorporated into Option Item 4 call)	Teleconference
UAS Deployment	At least 20 days during Option Item 4 small vessel based marine mammal field survey	
Monthly Status Updates	Monthly (can be incorporated into included into Option 4)	Electronic (email) (MS Word)
Draft Preliminary Summary	7 Jan. 2024 (can be incorporated into Option Item 4 summary)	Electronic (email) (MS Word)
Final Preliminary Summary	NLT 14 days after receipt of Navy comments (can be incorporated into Option Item 4 summary)	Electronic (email) (MS Word)
Draft Report (include all data collected to date)	15 Oct. 2024 (can be incorporated into Option Item 4 report)	Electronic (email) (MS Word)
Final Report	NLT 30 days after receipt of Navy comments (can be incorporated into Option Item 4 report)	Electronic (email) (MS Word)
Program review meeting presentation (2)	TBA, NLT 30 Jun. 2024 and 30 Jun. 2025 (will be incorporated into Option Item 4 meeting)	PowerPoint or PDF
Data Deliverables	NLT 1 July 2025 (incorporated into Option Item 4 deliverables)	External hard drive (photographs/data); animal encounter data by email (MS Excel); visual survey data uploaded to OBIS-SEAMAP

3. Submittals

- a. **Permits.** A copy of all permits required for the work described in this Agreement shall be provided at the kick-off meeting (if not already submitted).
- b. **Monthly Status Updates.** A brief word document of the project status.
- c. **Draft and Preliminary Summary Report.** A comprehensive preliminary summary shall be prepared. The preliminary summary is not a full report, but a summary/progress report that can be referenced by the Navy in the Navy's Pacific Annual Monitoring Report to NMFS due the following April.
- d. **Draft and Final Report.** The draft and final report shall include a summary of all work in the Base Task period. Data deliverables are an essential part of the deliverables.

4. Deliverable Specifics

- a. Due to reporting timelines mandated by Navy permits, the draft and final preliminary summary follows a 2-week Government review and 2-week Recipient finalization (comment incorporation) schedule. This is shorter than the schedule allowed between the draft and final reports. The Government will have 30 calendar days from receipt of the draft report(s) to review and return comments to the Recipient. The Recipient shall submit all final reports within 30 days of receipt of Government comment. The Government will have a 30-day review period from receipt of final reports (reports with Government comments incorporated). Only the CAA has the authority to make changes to the 30-calendar day review period.
- b. The Recipient shall provide all required draft reports as electronic files, either as email attachments, sent to the CATR on CD, or downloadable via File Transfer Protocol (FTP) site that meets Navy security requirements. If applicable, the Recipient shall provide six (6) bound copies of the final deliverables, each with an associated CD containing the report, maps, photographs and any pertinent supplemental information.
- c. Submittal/Deliverable Standards: All submittals/deliverables are expected to be of the highest professional quality and will be rejected if any of the following exists:
- i. there are typographical errors, spelling, or grammar mistakes; or
 - ii. results and discussion are not tied directly and continually to natural resource management concerns of the installation; or
 - iii. the document is not organized in a manner that flows well; or
 - iv. the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species; or
 - v. the appropriate style guide is not adhered to (in most cases this is the JWM or CSE);
 - vi. the document is not fully formatted (e.g. functional table of content links, consistent fonts/styles throughout document, accurate page numbers, accurate and complete stand-alone appendices [if applicable], accurate and functional figure titles, table titles, section headers, and table of contents need to be complete and accurate); or
 - vii. abbreviations and acronyms are not consistent throughout each submitted document; references/literature not cited fully cross-checked between what is in the document vs. what is presented in the references section; data in tables shall be checked for consistency if information is repeated throughout the document or referenced in other documents, figure titles shall be checked against what is presented in the figures; appendices/figures shall be for the current project and not a copy/paste from another project, prior to submittal for client review.
- d. If applicable, data format and standards for visual survey and environmental data should follow guidelines established in Attachment C. The Recipient will coordinate with the CATR to upload these data to the Environmental Information Management System (EIMS) and/or OBIS-SEAMAP, as applicable.
- e. Any resulting publically available information (peer-reviewed publication, conference/workshop presentation, etc.) shall be provided to the Navy as a .pdf of the final document at no additional cost.
- f. If applicable, processed and raw data shall be uploaded to appropriate databases consistent with the standards described in Attachment C.
- g. The Department of Defense (DoD) have been directed to provide an approach to support increased public access to peer reviewed scholarly publications and digitally formatted scientific data arising from unclassified publicly releasable research and programs funded wholly or in part by the DoD, as directed by Office of Science and Technology Policy (OSTP) Memorandum: "Increasing Access to the Results of Federally Funded Scientific Research" PARR), dated 22 February 2013 and the

'DoD Plan to Establish Public Access to the Results of Federally Funded Research' dated February 2015. By providing greater public access to DoD funded research, the Department seeks to encourage and accelerate scientific breakthroughs and innovation of potential interest to DoD in carrying out its mission. A robust industrial base and commercialization of DoD technologies will also benefit entrepreneurship, and enhance economic growth and job creation.

- h. 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.
- i. Data. All raw data, data sheets and electronic databases (including GIS data) shall be available at the request of the CATR submitted as appendices or supplemental information with the draft Report. If too large to be included with the other draft submittals, the Electronic databases shall be submitted on a labeled CD-ROM. The final versions of these databases will be included on the CD-ROM's attached to the final reports.
- j. Maps:
 - i. 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).
 - ii. 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.
 - iii. 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.
 - iv. All GIS data shall comply with the electronic data deliverable specifications described within Attachment C.
- k. 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 Department of the Navy property and shall be submitted with the final report. All original photographs shall be appropriately labeled with information to include:
 - i. date
 - ii. location (specific place name, LAT/LONG, bearing, and Installation)
 - iii. subject/activity
 - iv. activity documented
 - v. identification of any people in the picture
 - vi. photographer

K. DATA AND PUBLICATION

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR 200.315 concerning "Intangible Property," which includes use of research data. Any information or data protected by federal law will be identified by the Government prior to being provided to Recipient and the Government will notify the Recipient in advance of applicable limitations on such information. Except as to information so identified and limited, there are no restrictions on reporting or publishing reports based upon the fundamental research that is the subject of this Cooperative Agreement.

The Federal Government has the right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The Department of the Navy 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 Department of the Navy thirty (30) days prior to the submission of the work mentioned above.

2. The acknowledgements for any publications or presentation resulting from this work shall include the following statement: "This research was funded by the Naval Sea Systems 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 nongovernmental organizations or other persons during the term of this Cooperative Agreement unless it has first consulted with the Government and a determination appropriately made by the cognizant Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the Public Affairs Officer at NAVSEA and Public Affairs Officer at NAVFAC through the CATR and CAA.

M. SAFETY

The Recipient will be required to develop an Accident Prevention Plan following the format in Appendix A of the EM 385-1-1, US Army Corps of Engineers Safety & Health Requirements Manual, 30 November 2014 or latest edition. The government CATR will contact the NAVFAC Environmental Safety Office to check if the project may qualify for the Abbreviated Accident Prevention Plan, prior to directing the recipient to prepare an Accident Prevention Plan. 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.

The Recipient shall develop an Activity Hazard Analysis for all tasks reasonably anticipated to be performed as part of this scope of work. Format and instructions for the Activity Hazard Analysis is in section 1 of the EM 385-1-1. As a minimum, references used to develop the Accident Prevention Plan and Activity Hazard Analysis are: EM 385-1-1 (or latest addition), and Local Activity safety plans and standard operating procedures. The Accident Prevention Plan and Activity Hazard Analysis shall address all sections that are deemed appropriate for performing the work in this Agreement, while ensuring a safe work environment for all personnel involved. The draft Accident Prevention Plan and Activity Hazard Analysis will be reviewed by the Government Designated Authorities (NAVFAC Environmental Safety Office, CATR) prior to start of field work activities.

The Accident Prevention Plan and Activity Hazard Analysis will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the Department of the Navy. The Recipient shall certify to CATR that the final Accident Prevention Plan and Activity Hazard Analysis have been reviewed with each Recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

The final Accident Prevention Plan and Activity Hazard Analysis shall be immediately accessible to the Site Recipient's Safety and Health Officer and Project Manager at all times during the project, and a copy shall be available in every vehicle utilized for work under this Cooperative Agreement. The Recipient's Safety and Health Officer is required to have a minimum of the 10-hour OSHA Safety Training.

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 15 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section J have been received and accepted by the CATR.

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.

5. NAVFAC CATR incurs in-kind of direct expenditures in carrying out the activities specified in the SOW.

Q. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING

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

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

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

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

- (a) In the Contractor's preceding fiscal year, the Contractor received –
 - (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

(a) In the Subcontractor's preceding fiscal year, the Subcontractor received –

- (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

END

ATTACHMENT A

SELF-INSURANCE REQUIREMENTS FORM

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

\$	N/A	Fire and Extended Coverage
\$	1,000,000	Third Party Property Damage
\$	1,000,000	Third Party Personal Injury Per Person
\$	1,000,000	Third Party Personal Injury Per Accident

2. SELF-INSURANCE REQUIREMENTS: If your organization is self-insured, please provide evidence of self-insurance which meets or exceeds the insurance liability amounts in Item # 1.

The following information, written on your organization's letterhead, is also required:

- A brief description of your organization's self-insurance program, with reference to statutory or regulatory authority establishing the self insurance program.
- The name and telephone number of your organization's self-insurance program administrator.
- Reference the appropriate military facility and cooperative agreement number.

3. IF YOUR SELF-INSURANCE PROGRAM DOES NOT MEET THE ABOVE MINIMUM REQUIREMENTS:

- Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.
- The following endorsements are required for Excess Liability insurance policies:
 - a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
 - b. "The Commanding Officer, Naval Facilities Engineering Systems Command shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self insurance program."
 - c. "The United States of America (Department of the Navy) is added as an additional insured in operations of the policyholder at or from the premises licensed/leased from the United States".
 - d. "This insurance certificate is for use of facilities at NAVFAC under this Cooperative Agreement, No. N62473-21-2-0003."

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, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."
- c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."
- d. "This insurance certificate is for use of facilities at NAVFAC under this Cooperative Agreement, No. N62473-21-2-0003."
- 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: **N62473-21-2-0003**.

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

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N62473
Admin DoDAAC	N62473
Inspect By DoDAAC	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 addresses 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

brittany.bartlett@navy.mil

jessica.curran@navy.mil

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

NOT APPLICABLE

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

(End of clause)

252.204-0006 Line Item Specific: Proration. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

ATTACHMENT C ELECTRONIC DATA DELIVERABLE SPECIFICATIONS

A-1 REFERENCES

- a) Environmental Information Management System (EIMS) Homepage.
<https://eims3.sscno.nmci.navy.mil/>
- b) Environmental Information Management System (EIMS) User Manual.
<https://eims3.sscno.nmci.navy.mil/eimshelp>
- c) Spatial Data Standards for Facilities, Infrastructure and Environment (SDSFIE) v3.1, Defense Installations Spatial Data Infrastructure (DISDI) Group.
<http://www.sdsfieonline.org/PublicPages/Branches/Navy.aspx>
- d) US Navy Marine Species Monitoring Program Data Management Plan
- e) US Navy Marine Species Monitoring Program Data Use Agreement
- f) North American Profile (NAP) of ISO 19115: 2003, Geographic Information – Metadata.
<http://www.fgdc.gov/nap/metadata>
- g) Geospatial Positioning Accuracy Standards, Part 4: Architecture, Engineering, Construction, and Facilities Management (FGDC-STD-007.4-2002), Federal Geographic Data Committee (FGDC), 2002.
<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part4>
- h) Geospatial Positioning Accuracy Standards, Part 1: Reporting Methodology (FGDC-STD-007.1-1998), FGDC, 1998.
http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part1/index_html
- i) Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (FGDC-STD-007.3-1998), FGDC, 1998.
- j) Contributing Data to OBIS-SEAMAP. http://seamap.env.duke.edu/about/provider_faq

A-2 GENERAL SPECIFICATIONS

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

- a) EIMS Access: Request an EIMS account for access to necessary capabilities, geospatial data, reports, or other pertinent information. The contractor's technical consultant shall coordinate with the project's Contracting Officer's Representative (COR) prior to and during the establishment of EIMS accounts to ensure appropriate contract personnel receive system access. Reference (a) provides information on requesting access to EIMS.
- b) Project Setup: Establish appropriate project folders on EIMS to facilitate document and map production among project members as well as transfer of final data deliverables and associated map documents. Reference (b) provides information on setting up projects in EIMS.
- c) Document Commenting: The EIMS Document Commenting tool may be used to collect, manage, and sort comments for draft and final deliverables. Reference (b) provides information on Document Commenting in EIMS.
- d) Geospatial Data Production and Management: Upload all map documents (.mxd and .jpeg) and geospatial data for the project to the established 'GIS Project' folder. A schedule for uploading draft and final geospatial products to EIMS will be determined during the project kick-off meeting. Refer to Sections A-3 and A-4 for specific geospatial data requirements.
- e) Government Review: Retain all draft, pre-final, and final versions of the raw and finished format digital data and documents in the Document Project and GIS Project folders for Government review and approval. Contractors shall have technical consultants available to assist the Government with any digital data discrepancies. The data will be analyzed for subject content and system compatibility. Edits due to comments on data shall be incorporated by the contractor prior to approval of the final deliverable.

- f) Final Deliverables: Data and documents destined for publication in EIMS must be uploaded to the established EIMS folders. Visual survey data should also be provided to OBIS-SEAMAP.
- i. Upload all final map documents (.mxd and .jpeg) and GIS data with metadata to the established GIS Project folder on EIMS. Refer to Sections A-3 and A-4 for specific geospatial data requirements.
- ii. Submit all source survey data the Ocean Biogeographic Information System Spatial Ecological Analysis of Megavertebrate Populations (OBIS-SEAMAP). Data sets should be designated for the Navy's partner contribution page (<http://seamap.env.duke.edu/partner/NAVY>) and attributed to the original collector with acknowledgement of appropriate the U.S. Navy Command(s) as the funding source. Reference (j) provides information on submitting data to OBIS-SEAMAP.
- g) Project Close-Out: At project completion, clean up non-essential data, working drafts (non-deliverables), reference documents, etc. from project folders within EIMS or delete as directed by the COR.
- h) Deliverables and Use: All digital files prepared for this contract, including source data acquired, source code generated and/or used, and related materials shall be delivered to the COR in digital form upon completion of the contract period. The Navy shall have unlimited rights to use all data and deliverables collected or produced under this contract for the purposes of regulatory compliance, environmental planning, public outreach, and/or other needs to support navy's mission. Distribution and publication of any data generated as a result of this contract shall be in accordance with reference (e) (US Navy Marine Species Monitoring Program Data Use Agreement).

A-3 GEOSPATIAL DATA REQUIREMENTS

A-3.1 Data Standards

Data standards facilitate the development, sharing, and use of geospatial data. The contractor shall ensure that all geospatial data delivered is consistent with references (c) and (d), unless otherwise directed by the Government.

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

- a) precise geographic coordinates in decimal degree format with four decimal precision;
- b) units of nautical miles (nm) for expansive marine areas and statute miles (mi) for expansive land areas;
- c) reference the GRS 1980 spheroid and the North American Datum 1983 (WGS-84); and
- d) contain a projection file, if appropriate, based on format.

A-3.2 Metadata Standards

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

The contractor shall ensure that metadata is provided for all geospatial data delivered, including data furnished by the Government, a third party, or generated as a result of this project, and is compliant with reference (f). All metadata shall be in XML format. The contractor shall reference the North American Profile of ISO 19115

2003 metadata style sheet in ArcCatalog when populating Service-level and Feature Class-level metadata. The contractor is required to supply metadata for all fields within this style sheet.

A-3.3 Mapping Guidelines

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

A-3.4 GPS Surveys

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

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

A-3.5 Data Integrity

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

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

A-4 USE OF AUTHORITATIVE GEOSPATIAL DATA and EIMS

A-4.1 Navy Maintained Geospatial Data

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

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

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

A-4.2 Electronic Data Use and Project Management on EIMS

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

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

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