

**SCOPE OF WORK FY 2019
CALIFORNIA LEAST TERN AND WESTERN SNOWY PLOVER PREDATOR CONTROL
ON MARINE CORPS BASE CAMP PENDLETON, CALIFORNIA
(PERIOD OF PERFORMANCE: 12 MONTHS FROM AWARD)**

NOVEMBER 2018

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A. INTRODUCTION

Marine Corps Base Camp Pendleton (CPEN) is located in the northwestern portion of San Diego County, immediately north of Oceanside, California. On CPEN, also referred to as the Base or installation, there is known nesting of Endangered Species Act (ESA) federally listed Western Snowy Plovers (*Charadrius alexandrinus nivosus*, SNPL) and California Least Terns (*Sternula antillarum browni*, LETE) located on Blue Beach, White Beach, and Salt Flats (Santa Margarita River salt flat area). The nesting populations of these species have historically been predated upon by various species. To reduce the predation levels on these populations of federally listed species, the predators are removed from the area using lethal and non-lethal means. Some of the species predated on SNPL and LETE include falcons, corvids, skunks, coyotes and others.

Historically, wildlife species have also caused problems in CPEN housing areas. These species have been removed, and/or managed using lethal and non-lethal means for human health and welfare and for the hydrological management of the aquifers of CPEN. These species include coyotes, bobcats, snakes, skunks and others.

B. PURPOSE

The purpose of this project is to reduce and effectively manage the populations of potential predators in the vicinity of nesting threatened SNPL and nesting colonies of the endangered LETE on the Base. Specifically, this Cooperative Agreement provides predator management at three active breeding sites in order to minimize depredation of LETE and SNPL eggs, chicks, and adults and to provide wildlife damage management services to other areas of the Base. A fundamental part of this Cooperative Agreement is that the recipient will explore non-lethal means of predator control and report on findings. This Cooperative Agreement also includes management of nuisance and predatory wildlife in housing areas. A written report describing these activities will be provided to the Cooperative Agreement Technical Representative and the Base Representatives at the end of the Cooperative Agreement. There is also a need to have option years to continue this work into the future.

C. LOCATION

The Base is located in the northwestern portion of San Diego County, immediately north of Oceanside. The Cooperative Agreement area includes the Base as delineated on the Camp Pendleton Military Installation Map 1:50,000 (Sheet: Camp Pendleton MIM, Series: V795S, Edition: 4-NIMA published by Defense Mapping Agency, 2013). Predator management will be focused on known nesting colonies located on Blue Beach, White Beach, and Salt Flats.

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Mr. Reagan Pablo, Contract Specialist, Naval Facilities Engineering Command, Southwest, 1220 Pacific Highway, San Diego, CA 92132-5190, telephone (619) 532-2090, and email reagan.s.pablo@navy.mil.
2. The Cooperative Agreement Technical Representative (CATR) is Thomas Sabol, Natural Resources Specialist, Natural Resources Core, Marine Corps Team, Naval Facilities Engineering Command Southwest (NAVFAC SW), 937 North Harbor Drive, Building 1, 3rd Floor, San Diego, California, 92132-5001, telephone (619) 532-1989, facsimile and email: thomas.sabol@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 BR (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 Base Representative (BR), or Base Point of Contact, is Katrina Murböck, Beach Biologist, Wildlife Management Section, Environmental Security, Box 555008, Camp Pendleton, CA 92055-5008, telephone (760) 725-3813, email: katrina.murbock@usmc.mil

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

4. 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.

5. 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.

6. For the purposes of this Agreement, the term Recipient shall mean **TBD**.

E. PERIOD OF PERFORMANCE

The period of performance covered by this agreement is 12 months upon award. The end date is the anticipated date that the Final Report is accepted by the Government. The agreement contains one (1) base period and four (4) option years. If awarded, the period of performance will be extended by 12 months. These options may be unilaterally awarded within the 12-month period of performance of the base scope of work, or within the proceeding Option period of the Cooperative Agreement. Total duration of this agreement, including any option items shall not exceed 60 months. The exercise of any option items is subject to the availability of funds.

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

F. MATERIAL AVAILABLE FOR REVIEW

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

- a. Invasive Species Monitoring Protocol
- b. Predator Control Reports
- c. Predator Control Communication Flow Chart

G. GENERAL REQUIREMENTS

1. The Recipient is responsible for overall predator management at all LETE colonies and SNPL posted nesting sites on the Base as defined within this Task Order. The Cooperator shall visit the LETE and SNPL nesting areas as often as necessary to accomplish the purpose of this Task Order as detailed further in this scope. The Cooperator shall provide the BR and CATR with a list of all personnel who will be carrying out this Task Order. It is the Cooperator's responsibility to obtain all necessary security and entrance clearances for himself and his personnel and equipment into the Base. The Cooperator must comply with all Base security rules, regulations, requirements, and day-to-day operational changes thereto.

2. The Recipient shall provide all transportation, meals, and lodging for himself/herself and his/her personnel and all equipment, including firearms and/or traps, and analyses necessary to complete the work. All equipment utilized on the Base is subject to inspection by and approval of the Base safety program.

3. 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#)

4. 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 General. The Recipient may be subject to inspections for contraband while on Government property. The Recipient shall provide the BR and CATR with a list of all personnel who will be carrying out this Cooperative Agreement.

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

Due to the complexity of work, the Cooperative Agreement will require the equivalent, at the minimum, of one (1) full-time Field Investigator/Biologist during the SNPL and LETE breeding season. The Recipient shall provide a minimum of one (1) Field Investigator/Biologist with the following minimum

qualifications:

- a. Field Investigator/Biologist: This position shall be responsible for being the liaison between Recipient personnel and the Grants Officer, CAA or CATR and shall serve as the main point of contact for all required results and/or progress reports on the study. The Field Investigator/Biologist shall have the minimum qualifications:
 - 1) A minimum of a Bachelor's degree in biology, ecology, natural resources management or related science.
 - 2) Demonstrated experience conducting avian and mammalian predator control.
 - 3) Working knowledge of equipment required to trap avian and mammalian predators.
 - 4) Certification in the use of hand guns and long guns by an NRA Instructor; experience and legal authority to use hand guns and long guns.
 - 5) Permits to effectively implement the work and comply with the requirements of this Agreement.
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 staff member without prior written approval by the CAA.
7. Unexploded ordnance may be encountered while conducting fieldwork due to the long-term use of Camp Pendleton as a military property. The Recipient shall not touch or attempt to pick-up any suspected ordnance or unidentified object. If ordnance is in a place that the Recipient cannot avoid, the Recipient shall place flagging in the general area of the ordnance and notify Long Rifle (Range Control) with exact location.
8. Smoking is not allowed in the non-developed areas while individuals are working on the Installation.
Note: there are no developed areas in the project footprint.
9. The Recipient shall conduct literature reviews, field investigations and interviews with experts and authorities as necessary to accomplish the work described within this Agreement. The Recipient shall, in particular, attempt to contact and utilize information from the local Marine Corps offices and other professionals who are experienced in predator and raptor control.
10. The Recipient shall review pertinent files at the Installation and past research conducted at the Installation. The Recipient shall coordinate with the CATR and BR in planning and carrying out field activities.
11. At no additional cost to the Government, the Recipient shall be in possession of all necessary permits from the state and federal regulatory agencies (i.e., California Department of Fish and Wildlife, U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries, etc.) necessary to conduct the activities stipulated in this Agreement. All required permits shall be submitted to the CAA (via CATR) during the kickoff Meeting, or prior to the initiation of any fieldwork that requires permitting, whichever comes first. All permits will be submitted as part of the proposal.

12. 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.

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

14. Vehicle operators may NOT use cell phones unless the vehicle is safely stopped. Drivers may not hold, dial, text, or adjust the phone while the vehicle is operating. Hands-free systems such as ear buds, Bluetooth, OnStar, and other voice activated or speaker phone systems are NOT authorized. Base 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. If a driver accumulates a total of twelve points within a one-year period or eighteen points within a two-year period, he/she is subject to suspension of Base driving privileges for one year.

15. 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 DoD and Base. Legible copies of the field notes, data forms and other information shall be provided to the CATR and Base Representative upon request.

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

17. The Recipient is required to submit a proposed field schedule in writing to the CATR and BR prior to the kickoff meeting. The schedule will identify by date, time and personnel, and location when sites are to be visited. Any variation(s) will be telephoned or emailed to the BR at least 48 hours in advance of any changes.

18. In order to avoid impacts to federally listed, rare, or endemic plants the Recipient must coordinate all vegetation and ground disturbing activities with the BR. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this Agreement. The Recipient shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of weed seed.

19. No ground disturbing activities are to take place without the concurrence from the BR. Under no circumstances shall the Recipient violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources contact the BR who will coordinate with the Cultural Resources Program Manager. If the Recipient accidentally disturbs an archeological and/or cultural resources site, the Recipient shall leave the site immediately (as intact as possible) and contact the Cultural Resources Program Manager.

20. No buildings will be modified or altered without permission from the BR. The Recipient shall not violate the National Historic Preservation Act.
21. The Recipient shall manage generated hazardous material, hazardous waste, and hazardous waste residues in accordance with Federal, State, and local regulations. Transport and dispose of hazardous waste (i.e., batteries) in accordance with Federal, State, local and applicable Installation requirements.
22. The Recipient shall inform the CATR and BR via e-mail of any unusual activity observed while conducting surveys in the field (e.g. trespassers or persons in unauthorized areas). Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity. In addition, information regarding trespassers should be reported to Long Rifle as soon as possible.
23. The Recipient shall inform the CATR and BR via e-mail of any unusual animal or plant species observed while conducting surveys in the field (e.g. species which are federally listed or are State of California Species of Special Concern). Information should include (a) location, (b) date, (c) time and (d) any detailed facts the sighting.
24. Throughout the term of this Agreement the CATR and the BR 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.
25. The DoD via the CAA, may request updated data presented on maps, figures and/or tables whenever the DoD'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 BR). The DoD 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 BR) to review so that the DoD 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.
26. Firearms may be prohibited in some areas on Base due to safety or security concerns. The BR shall provide a map and written guidance, if available; describing areas where firearm use has been approved or not for the purposes outlined in this Cooperative Agreement. The Recipient shall be responsible for obtaining permission from the Base for the use and possession of firearms. The BR will provide assistance in obtaining permission, as required.
27. The Recipient and his/her field personnel working within training areas on Base are required to obtain and hold a current Administrative Range Safety Officer (RSO) certification. To receive RSO certification personnel must watch three online videos, read appropriate handouts, and then complete a written test administered by the Range Operations Division. Starting 22 May 2018 walk-in testing is available every Tuesday and Wednesday from 1000 – 1215 at Bldg. R116-02. No appointment is necessary. Each RSO

tester must bring the following documents to the test: (1) RSO handout (dtd 18 Apr 2018), and (2) CAMPENO 3500.1 w/ch-1 (dtd 01 July 2014). Test is open book and questions will come from these documents. May be either hard copy or electronic on a laptop or tablet. Cell phones and cameras are not allowed and documents cannot be shared. Ensure your electronic device is fully charged, power may not be available. These items can be found at: <http://www.pendleton.marines.mil/Staff-Agencies/Assistant-Chief-of-Staff-G-3-5/Range-Operations-Division/>. There are three parts to the video and all three parts can be found at: <http://www.youtube.com/user/PendletonScout?feature=mhee>. All personnel should bring photo ID to enrollment. Each attendee will remain in the database for three years pending certification of completion through ES Environmental Security. Once authorized, personnel will be expected to provide their 4-digit range ID number (assigned or chosen during certification) each time they request access to the range. Identification is confirmed via the radio in Range Control's database and access will be granted based off compliance and scheduling.

28. All Non-Government personnel working on the Base are required to obtain credentials for entry. Marine Corps Base Camp Pendleton recently implemented the Defense Biometric Identification System (DBIDS), a new Physical Access Control System. Recipients and vendors on official business must obtain a DBIDS credential/pass at Base Access Control (Bldg. 41501T). Recipients can pre-enroll in DBIDS using the DBIDS pre-enrollment button on the following webpage: <https://www.pendleton.marines.mil/Base-Access/>. Pre-enrollment is only possible if an individual sponsor can be identified. Recipients are required to enter their sponsor name, phone number and email address when pre-enrolling. Applicants will receive a personalized code. In addition, the BR will provide a sponsorship memo requesting a DBIDS certificate be issued. All applicants must bring the code and sponsorship memo (dated within **30-days** of application) to the Base Access Control at the PULGAS GATE for processing.

29. Recipients who will be driving vehicles on the Base shall be required to obtain a Camp Pendleton Range Control Privately Owned Vehicle (POV) Pass. This pass is in addition to the Base Business Pass. The POV Passes are obtained through the BR. The POV Pass is valid only during the project's field time (one day or several weeks), and is non-transferable. The POV Pass must be displayed in the /employee's vehicle windshield when they are within the boundaries of the Base. The POV Pass should not be presented at Base gates to gain access to the Base, which is the purpose of the Business Pass. *NOTE: Only trucks or truck-like vehicles are permitted to drive on dirt training roads using the POV Pass; use of a sedan on training roads will result in the revocation of the POV Pass.*

30. The Recipient or his/her field investigator shall request training area access through the BR. Training area requests shall be made **at least two weeks prior** to any scheduled fieldwork. The Recipient and his/her field investigator shall contact the BR to ensure that the training area entry request is authorized. The Recipient may be required to provide route maps in order to facilitate gaining access to highly used training areas.

31. The Recipient and his/her field investigator shall follow all Range Control scheduling policies and procedures. The Recipient and his/her field investigator shall contact Range Control prior to entering

scheduled training areas via two-way radios to verify access permission, provide Range Safety Officer (RSO) information including name, unique four-digit identification number, and the six-digit grid coordinates of the training area as delineated on the Camp Pendleton Military Installation Map. Two-way radios are available for daily checkout from the BR. A radio must be checked out for each group conducting work on a Camp Pendleton training range. An additional radio is required for any group that will be out of audio/visual range of the first group. Based on availability and the nature of field work, radios may be checked out for longer periods of time in which case the Recipient shall arrange their schedule to perform monthly inspections with Base ES (in-person visual inspections are required during the first week of the month on a quarterly basis; verbal verification required during the first week of other months). Radios must be checked back in by the BR who checked them out by the due date assigned. Recipient shall take reasonable precautions to ensure radios are protected from damage, including use of a waterproof cover supplied by the Recipient if necessary. While in the field, RSOs must carry copies of the Military Installation Map (MIM) and Environmental Operations Map (EOM), or selected pages of the EOM where they are working (hard copy or electronic).

32. Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to schedules due to road/weather conditions shall be coordinated with the BR.

33. Photography and videography is restricted on the Base. Clearance for photography shall be obtained from appropriate Base personnel. When requested by the Base, all photographic equipment, film, and/or digital storage media must be turned over to appropriate Base personnel for processing and security inspection. Photographs and videos may not include any training activities, facilities, or tactical vehicles without written authorization from the BR.

34. The Recipient is specifically prohibited from carrying out any predator control activities, other than those stated under Specific Requirements in Section G and H without the written authorization from the BR.

35. No animals will be brought onto the Base and released without the consent of the BR. No pets will be brought onto the Base.

36. Dead, injured or sick wildlife shall not be removed from the Base by the Recipient, except if stipulated under Specific Requirements in Section G and H, as a specific requirement of any required State or Federal permit requirement. Due to the sensitive nature of predator control, all inquiries about predator removal on Base shall be redirected to the BR.

H. SPECIFIC REQUIREMENTS

1. The Recipient shall be responsible for providing trained and experienced personnel to effectively comply with the requirements of this Cooperative Agreement as defined by Section G. General

Requirements. Training shall include sufficient hands-on experience in raptor trapping prior to the onset of the LETE and SNPL breeding seasons, to meet the requirements of the Cooperative Agreement.

2. The Recipient shall manage predators and nuisance animals using methods and equipment allowed by Federal and State laws. The details of how these predators and nuisance animals will be handled and managed will be included in the Work Plan. The Recipient shall be responsible for the selection, design, development and construction of all trapping and management techniques/methods. However, innovative non-lethal methods of control shall be approved by the BR prior to implementation. The Recipient shall also be responsible for providing all materials, equipment and supplies used in the predator management program. To the extent practical, while still eliminating the predator threat and where non-lethal methods have been approved, non-lethal methods of control shall be used to control predators, especially avian.

3. The scope of this Cooperative Agreement will require the equivalent of one full-time Field Investigator/Biologist during the SNPL and LETE breeding season. It is estimated that approximately 6 months of predator control effort in the LETE colonies will be required in the base year breeding season and in each of the Option years. Management of nuisance and predatory wildlife in the housing areas may occur during the approximately 12 months of the Base Year and of each Option Year of the Cooperative Agreement. The schedule and frequency of work on Base will be up to the Recipient and may be modified as necessary to improve capture effectiveness or to concentrate capture efforts during critical breeding periods or periods of actual predation on a colony. However, the Recipient shall ensure that all work is closely coordinated through the BR and CATR so that sufficient coverage shall be maintained at all colonies under this Cooperative Agreement during the LETE and SNPL breeding seasons (March 01–September 15) to effectively reduce predation to the greatest extent possible. Predator management activities for all areas outside the designated nesting areas, which support this Scope of Work, may be conducted at various times throughout the Cooperative Agreement’s period of performance.

4. In the case that the Field Investigator/Biologist is required to be off-site for periods greater than 48 hours, the Recipient shall provide the BR a phone number for on-call assistance for active predation in the tern colonies or nuisance animals. Greater than 48-hour absence of predator control shall not occur during LETE nesting season.

Predator Control Efforts:

1. The Recipient shall provide services described below to protect nesting birds at three (3) LETE colonies at the Santa Margarita River mouth (sites being: Blue Beach North, Salt flats, Salt flat Island, Blue Beach South), the White Beach (Aliso Creek/French Creek) LETE colony, and at posted SNPL nesting areas adjacent to the LETE colonies.
 - a. The canid and felid mammalian predator (specifically coyote, bobcat and fox) management area shall be within a three (3) mile radius of the Santa Margarita Estuary LETE nesting colonies and within a one-half (0.5) mile radius of the White Beach/French Creek LETE nesting colony.
 - b. The meso-mammalian predator (specifically skunk, raccoon, opossum, ground squirrel and badger) management area shall be within a one (1) mile radius of the Santa Margarita LETE nesting colonies and within a one-half (0.5) mile radius of the White beach LETE nesting colony.

- c. The avian predator management area shall be within a one (1) mile radius of all LETE nesting colonies. Known avian predators include, but are not limited to, American kestrel, peregrine falcon, loggerhead shrike, gulls, herons, owls, crows, ravens and northern harrier. The Base holds a federal permit to remove raptors; however, the Recipient may need to obtain a State permit for transfer of raptors off-Base to locations discussed with the BR.
2. The Base shall provide the Recipient with the name and contact information of the LETE and SNPL monitoring project manager. The Recipient agrees to work closely with the monitoring staff to better manage predators at each site. The recipient will be receiving information from San Diego Zoo staff about avian and mammal predation activities against LETE and SNPL. Collaboration with other biologists working on Base to benefit predator management activities can also occur after approval from the BR.
3. The Recipient shall set and monitor equipment as necessary to provide adequate management of predators in the management areas around the LETE colonies. Trap locations are to be selected by the Recipient for maximum effectiveness and human safety.
4. The Recipient shall work closely with the BR to acquire and maintain “live fire” status during trapping and removal efforts. Recipient must be able to pass the Range and Safety Officer test for live fire to deploy weapons on the Base.
5. The Recipient must supply firearms and traps, and be formally trained in the use of rifles, shotguns and handguns by an NRA certified instructor prior to implementation. Certification must be presented to the Base Representative prior to predator control activities commence, and will be kept on file at the Base Provost Marshall’s Office.
6. The Recipient shall implement methods sufficient to quantify and standardize abundance of predator species observed during the LETE and SNPL breeding seasons.
7. Avian trapping methods permitted under the U.S. Marine Corps Camp Pendleton Migratory Bird Treaty Act (MBTA) Depredation Permit include any appropriate and humane trap excluding padded-jaw design pole traps. Verball or Verball-style pole traps are authorized. Padded-jaw pole traps are authorized only for Common Raven and must be continuously monitored. All other traps must be checked at least every two hours during the day and at least once at night if set. Trap motion-detector transmitters and scanning receivers may be used in lieu of checking traps. *Note: Trap requirements may change according to terms of federally issued permits.*
8. Northern harrier and peregrine falcon are documented predators on and near the LETE and SNPL nesting areas. The management of peregrine falcon on, and in the vicinity of these areas will follow written guidance put forth by the US Fish and Wildlife Service, Migratory Bird Division. Northern harrier will be managed with protocols that provide appropriate sensitivity to this species while maximizing protection of the LETE and SNPL. VID bands may be used on relocated Northern harriers, peregrine falcons and red-tailed Hawks.
9. When the Recipient discovers or is informed of predation at a LETE or SNPL nesting area, the Recipient must be available to respond and begin trapping or removal within 24 hours of notification. In accordance with the permit conditions set forth in the U.S. Marine Corps Camp Pendleton MBTA Depredation Permit, pre-emptive removal of avian predators is not supported.

Evidence that targeted individuals are impacting populations of federally-threatened or endangered species is required prior to removal. Examples of such evidence include feathers, footprints, and injuries on carcasses. Evidence must be submitted to the BR on MBTA Division forms used for the purpose of justifying removal of an avian predator.

10. Intensive trapping or predator removal efforts may be required if at any time a particular predator is known or suspected to be actively preying on LETE or SNPL. The Recipient shall be immediately available to survey the effected colony area for identification of predator sign and will promptly begin management measures. These measures will continue daily until the responsible predator(s) is (are) caught, predation ceases or the colony has been abandoned. If predation is occurring at more than one nesting area, the Recipient shall oscillate effort between sites, as feasible. Should methods of management be exhausted without success, the Recipient shall notify the BR, and be available by phone or in person to discuss alternatives.

Nuisance Animal Support: Management of predators at the perimeter of housing areas using methods such as spotlighting, shooting, trapping, tracking, harassment and abatement.

1. The Recipient shall respond to a maximum of six (6) requests to haze or remove nuisance animals annually, coordinating directly with the Game Warden staff, while also keeping the BR informed.
2. The Recipient shall remove nuisance animals from housing areas on Base, including skunks, coyotes, vultures (harass) and other problem species. This effort shall be conducted year-round, as-needed, but primarily in the non-breeding season for LETE.

Data Collection and Analyses: Predator control efforts shall be recorded in a standardized manner to best inform effectiveness of the program on protecting LETE and SNPL across years.

1. The Recipient shall incorporate into the Work Plan methodology for recording predator management activities on Base, to include field data sheets to be used during management efforts. Minimally, include methodology for how data will be analyzed to inform effectiveness of the program. Scientific analyses shall utilize approved, standardized tests, with non-testable data collection clearly identified as such in the Work Plan.
2. The Recipient shall create field datasheets and shall minimally record the following field data when conducting predators management activities:
 - a. name(s) of personnel, date, start time, end time, weather, location of effort;
 - b. identities of predators at specific nest locations (i.e. nest number or grid such that it can be later transferred to GIS for analysis) whenever possible to provide information about specific predators throughout the landscape;
 - c. amount of control effort (i.e. trap night, hours of day versus nighttime monitoring) classified by beach section or mapped areas;
 - d. number of predation events classified by predator species and specific nest locations;

- e. number of predators removed from the Base classified by species and beach section or specific location; and
 - f. field notes, to include any disturbances that may impact effectiveness of predator control activities.
3. The Recipient shall provide the BR and/or CATR legible field notes within 24 hours if requested to help with investigation of a problem predator, Base activity or other emergent situation.
 4. The Recipient shall also record nuisance animal hazing or removal as follows:
 - a. name(s) of personnel, date, start time, end time, weather, location of effort;
 - b. identities of predators;
 - c. amount of control effort, and outcome; and
 - d. field notes, to include any identified attractants of nuisance animals and recommendations for deterrence
 5. Recipient shall summarize any efforts for nuisance animal abatement in the Final Report.

I. MEETINGS/COORDINATION

1. The Recipient shall attend a pre-work kick-off meeting prior to work for the initial base year of work and a pre-breeding season meeting for each subsequent Option Year of Cooperative Agreement performance. The Meeting may include the CATR, BR, representatives of the USFWS and the Recipient. The purpose of the scoping meeting is to discuss any questions the Recipient may have regarding the Cooperative Agreement, explain Base access and security requirements/ restrictions, issue the Privately Owned Vehicle (POV) Permit(s), clarify field schedules, develop priorities for the breeding season, determine a plan of action for predator management and the identification and resolution of predator problems throughout the breeding season, and discuss other pertinent information which could have a bearing on the work to be performed.
2. The Recipient shall attend monthly meetings with the BR to facilitate the exchange of information and coordinate activities during the LETE breeding season. The BR shall organize these meetings and may vary the interval between meetings to best complement field activities.
3. The Recipient shall attend a post-breeding season meeting with the CATR, BR, and representatives of the USFWS and the LETE and SNPL monitors to review the breeding season results, discuss any issues concerning the field season, and develop strategies and improvements for the next breeding season.

J. SUBMITTALS AND SCHEDULES

Work Plan:

1. The Recipient shall submit a Draft Work Plan (with required Health and Safety Plan and Accident Prevention Plan) via email (.docx and PDF) no later than **fifteen (15) days** from award date. The Work Plan will indicate project milestones, a comprehensive and detailed summary of the proposed methodology, level of effort to fulfill the Base requirement, a copy of all permits required for the work described in this Cooperative Agreement (if not already submitted with the proposal), and a list of all persons who will be working on the Base under this Cooperative

Agreement.

2. The Draft Work Plan will be reviewed by the CATR and BR, and the CATR will provide the Recipient a consolidated list of comments, suggestions, or edits (if there are any) within 30 calendar days from receipt of the draft work plan. The BR or CATR may make changes to the 30 calendar day review period.

3. The Recipient shall incorporate all comments, suggestions, or edits (if there are any) provided by the CATR on the “Draft Work Plan” to the “Final Work Plan”, and the Recipient will submit (electronically via email) the “Final Work Plan” within 7 calendar days from the date the Recipient received the final review comments. If there are no comments, suggestions, or edits on the draft work plan, the Recipient will resubmit the document marked “Final Work Plan”. The work plan must be approved by the CATR prior to the initiation of any work on the Installation.

Monthly Reports:

The Recipient shall provide monthly reports (via email in .docx) to the BR and CATR summarizing predator management efforts, including but not limited to, numbers, species and locations of predators removed, method of removal, and other pertinent findings, comments or recommendations for that month. This report shall be provided for each month of the Cooperative Agreement. This monthly summary is due in the office of the BR no later than the fifth (5th) working day of the month following the report period.

Draft Final Report:

The Recipient shall submit two (2) digital copies via email (1 PDF and 1 Microsoft Word), and draft GIS data to the BR and CATR by **TBD**, or as coordinated. Draft reports shall include page and line numbers. This report will include, at a minimum, a summary of the methods and materials used, predator species trapped (by area or colony), predator use areas, predator abundance (as determined by the season-long surveys) throughout the Cooperative Agreement period, and recommendations for future trapping or predator management measures, methods, locations and dates to most effectively reduce predation on LETE colonies.

1. The BR and CATR will review the Draft Report and provide comments and/or modifications to the Recipient for incorporation into the report.

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

3. Electronic copies of all raw field data collected are to be submitted with the draft report. Photographs shall be labeled by date, location, and species.

4. Recipient shall provide additional drafts (if applicable) to the Base Environmental Security Department Wildlife Management Section within **30 calendar days** upon receipt of draft review comments.

Final Report:

1. The Recipient shall summarize all reviews, interviews with Marine Units or public encountered, and field investigations, including the non-lethal means of predator control findings, in a report to be submitted to the BR within **30 calendar days** of receipt of review comments on the **final** Base-approved draft report.
2. The report shall, as appropriate, contain color photographs and maps. All electronic photographs are to be labeled with the subject of the photo, identification of all persons in the photo, location of the photo, and date of the photo. Photographs used in the report are to remain as Government property and are to be provided to the Base Environmental Security Wildlife Management Section electronically with submission of the final report.
3. The final report shall be submitted with all of the information contained in the draft report as modified by Government comment. All hard and electronic copies of the final reports shall have high color-quality maps and photos.
4. The final report shall include a summary table of nuisance animal removal and a summary table of labor effort per species/location.
5. The Recipient shall submit **six (6) hard copies (four [4] hard copies to the BR and two [2] to the CATR)** and **four (4) electronic/digital copies** each on a separate CD containing a Microsoft Word version and a searchable (Optical Character Recognition [OCR]) PDF of the final report and final GIS data to the Base Environmental Security Department Wildlife Management Section and CATR.

GIS Data:

The Recipient shall submit any new GIS data generated during the field surveys following the guidelines in **SPECIFICATIONS FOR DIGITAL DATA** (Appendix A) included in this Scope. GIS data will be reviewed by the BR and not considered finalized until all comments have been incorporated and data accepted by the Base Environmental Security Information Systems Branch in conjunction with the BR.

Deliverables Table:

Deliverable	Date submitted
Draft Work Plan, Draft Accident Prevention Plan & Draft Health and Safety Plan (electronic). See Section M. Safety	Within 15 days after Cooperative Agreement award
Final Work Plan (including all subsections, electronic)	Within seven (7) days after receipt of final government comments on draft plan
Monthly Reports	By the 5th of the following month
Draft Annual Reports with associated draft GIS deliverables (electronic)	TBD or as coordinated with BR/CATR
Final Annual Report with associated final GIS and photo deliverables (5 hard copies/4 electronic copies on CD-ROM)	Within 30 days after receipt of government comments

REPORT FORMAT

The Draft and Final Reports shall follow the format described by The Journal Of Wildlife as outlined in "Manuscript Guidelines for the Journal of Wildlife Management," JWM 52(1), January 1988. Writing style should conform to the CBE Style Manual, 5th edition. All statistical analyses are to be reported after Tacha, Warde, and Burnham (1982).

1. Reports shall be submitted on 8 ½ by 11 inch paper with folded maps or tables, as appropriate. All originals shall be reproducible by black and white xerography and hard copies bound. Digital formats will include both MS Word and .PDF files that is compatible with Microsoft Office 2010 and Adobe Acrobat Reader. Draft documents will include line and page numbers. Final documents do not require line numbers. The final report should be a **bound, paperback booklet with double-sided glossy pages**. The page numbers should be located in the upper outside corner of each page with a spinal title displaying project title and year(s).
 - a. The final report shall be arranged as follows:
 - i. Title page showing the title, date, location of effort, and provided logo
 - ii. Sub-title page showing:
 1. Title
 2. prepared by listing with affiliations
 3. prepared for listing
 4. date
 5. recommended citation
 - iii. Abstract
 - iv. Table of contents arranged as follows:
 1. table of contents
 2. list of tables
 3. list of figures
 4. list of appendices
 - v. Introduction
 1. Include an overview of the project

2. Clearly state the project's purpose and objectives and how these relate to Camp Pendleton management goals

vi. Study Area (include a map)

vii. Methods

1. This section should be detailed in nature, including information such as specific hours of the day, days of week, etc. that predator management activities were accomplished
2. The methods should be well organized into clear sections that provide significant detail so that this project could be duplicated by another researcher. Sections could include (but are not limited to) avian trapping, mammal trapping, reptile removal, parameters and data/tests used to quantify measured success, (subsections possible), etc.
3. Each statistical technique used must be accompanied by a justification and explanation as to why that particular test was chosen to analyze the data set

viii. Results

1. Results should follow sections used in methods and be expanded as needed for a clear organization of the data. The results section shall include, but not be limited to the following:
 - a. Present all data collected from tasks. Data is to be presented using both tables and figures.
 - b. Statistical analyses on topics that are informative for Camp Pendleton management as described in Specific Requirements.
 - c. Total person-hours spent, including time of day, week, site, etc., and any other information that would enable the reader to specifically quantify total time expended.
 - d. Maps identifying all areas where predator control occurred.
 - e. Maps identifying all nests predated and by which predator species.
 - f. Documentation of any predation events including number of adults, nests, and chicks of each listed species predated by predator species, and a summary of predator sightings and signs.
 - g. A table showing nuisance animal abatement as described in

Specific Requirements

ix. Discussion

1. The discussion is to be general in nature with respect to previous nesting seasons but specific as to current year results, and shall compare how the current data compares to previous years and why these differences might exist.
2. Incorporate relevant work from predator control efforts conducted at other sites in the southern California area.
3. Discuss the locations and distribution of trapping efforts, and the influence of changes in habitat (year-to-year, site-to-site), topography, and human activities to trap success. Review changes in predator distribution and abundance.
4. Discuss the role of predator control as a long-term management tool and the pros and cons of continuing in support of threatened and endangered species recovery.

x. Management Recommendations

1. Provide recommendations for changes and/or improvements to predator control methodology aboard Camp Pendleton.
2. Identify any gaps in information required.

- xi. In the acknowledgements, include the following statement: "This work was funded by Environmental Security Department, Resources Management Division, Marine Corps Base Camp Pendleton, California."

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 DoD 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 DoD 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 Marine Corps Base Camp Pendleton.”

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 PUBLIC INFORMATION

The Recipient and all of their personnel shall not respond to any inquiries about this Cooperative Agreement from the news media, non-governmental organizations, or other persons during the term of this Cooperative Agreement unless it has first consulted with the Marine Corps and a determination has been made that the California Public Records Act, California Government Code §6250, et seq., is applicable, and no exemption exists under the federal Freedom of Information Act or other federal or state law or regulation, which would exempt the records from disclosure under the Government Code, including, but not limited to §6254 (k). All inquiries shall be directed to the Public Affairs Officer, Marine Corps Base, Camp Pendleton via the BR.

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 SSSH is required to have completed the 10-hour OSHA Safety Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (February 2012) change 2, 08/13. The 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 A 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 quarterly during the field work portion; after submittal of the draft report; and after receipt of the final report.

2. The final payment of 20 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section I have been received and accepted by the CATR.

3. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 et seq. Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

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.fsrc.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/excomp.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.fsr.gov>, if

- (c) 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
- (d) 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

SPECIFICATIONS FOR DIGITAL DATA
APPENDIX A

GIS AND ELECTRONIC DATA REQUIREMENTS

It is the responsibility of the Recipient to ensure that all electronic deliverables are fully compatible and functional based on the current applications used by Environmental Security. The GIS attribute tables shall follow the current Base data dictionaries. The Recipient will request the Base GIS data set, the current applicable data dictionaries, and the template geodatabases from the Environmental Security GIS Specialist.

Any maps, drawings, figures, sketches, geospatial data, spreadsheets, or text files prepared for this contract shall be provided in both hard copy and digital form. The hard copy deliverables are defined in another section of this SOW. All GIS submittals shall be coordinated with MCBCP to ensure submittals are compatible with existing MCBCP format.

1. Text, Spreadsheets, and Database Files:

The Marine Corps standard computing software shall be Microsoft Office 2013, or more current backwards compatible version. Final Reports and other text documents shall be provided in Microsoft Word 2013 format (or more current backwards compatible version) AND Adobe Portable Document Format (PDF). Spreadsheet files shall be provided in Microsoft Excel 2013 format (or more current backwards compatible version). Databases shall be provided in Microsoft Access format, unless specified otherwise, as approved by the Government. Prior to database development, the Contractor shall provide the Government with a Technical Approach Document for approval, which describes the Contractor's technical approach to designing and developing the database. All text, spreadsheet, and database files shall be delivered on a Compact Disk read-only memory (CD-ROM), Digital Versatile Disc read-only memory (DVD-ROM) or portable external hard drive. Note: should the Marine Corps convert to Microsoft Office 2016 (or more current backwards compatible version) during the study period, the contractor shall submit deliverables in Office 2016 format (or more current backwards compatible version).

2. Maps, Drawings, and Sketches (Digital Geospatial Data):

a. Geospatial Data Software Format:

Geographic data **must** be provided in a form that does **not** require translation, preprocessing, or post processing before being loaded to the Installation's regionally hosted geodatabase. The Recipient shall validate any deviation from this specification in writing with the Government (ES GIS Specialist). Digital geographic maps and the related data sets shall be delivered in the following software format:

- i. GIS: Personal or file geodatabase format using 10.6, or more current backwards compatible version (per fall 2018 requirements). The geodatabase must be importable to a multi-user geodatabase using ArcSDE 10.6 (or more current backwards compatible version). The delivered data layer(s) shall be provided with x, y domain precision of 1000 (unless otherwise identified by MCB Camp Pendleton).

(NOTE: ArcGIS and ArcSDE are geographic information system software produced by the Environmental Systems Research Institute (ESRI) of Redlands, California)

b. Geospatial Data Structure:

- xii. GIS Data Sets: When developing/delivering geospatial data, the Recipient shall develop the initial structure consistent with the most current version of the GEOFidelis Data Model. The GEOFidelis Data Model shall be followed for geospatial database table structure, nomenclature, and attributes. The Recipient shall consult with the Government concerning modifications or additions to the GEOFidelis Data Model. The Government may approve modifications to the GEOFidelis Data Model if it is determined that the GEOFidelis Data Model does not adequately address subject datasets. Copies of the GEOFidelis Data Model may be obtained by contacting the MCB Camp Pendleton GIS Offices Utility GIS Analyst via email at **PNDL_ENV-Information-Systems-Branch@usmc.mil** or via phone at **1 760-725-9749**.
- xiii. Feature Class Updates: When delivering updates to existing feature classes, the Recipient shall obtain a copy of the existing subject data in a personal geodatabase to use as a template for all subsequent data collection processes. As Installations sometimes modify the GEOFidelis Data Model structure for many feature classes to accommodate operational needs, the GEOFidelis Data Model structure may not reflect the actual structure used in the live geodatabase. If further modifications to structure are required as a result of this Scope, the Recipient will consult with the Government (MCBCP Utility GIS Analyst) for direction and final approval.

c. Geospatial Data Projection:

- i. Geographic data (regardless of format) shall be provided in U.S. Survey Feet and projected into the California State Plane, Zone VI, FIPS 0406 projection system. The maps and data shall use the GRS 1980 spheroid and the North American Datum 1983/World Geodetic System 1984 (NAD83/WGS84). Epoch 1991.35 shall be used. The vertical datum used

is NAVD88. This projection requirement applies to all GIS data layer deliverables as well as all CADD drawings such as as-designed and as-built project plans. Each data set shall have a projection file if appropriate based on format.

d. Geospatial Data Collection:

- i. Survey grade Global Positioning System (GPS) data collection shall be performed when specified in the statement of work or if the project is a MILCON and/or utility project. Survey grade GPS data collection shall at a minimum use the Geoid2003 CONUS epoch and spatial accuracy requirements for survey grade are 95% of GPS points are within ± 6 cm. Every effort shall be made to capture feature locations without using offsets unless obstructions are present.
- ii. All GPS data collection activities shall be logged with the MCB Camp Pendleton GIS Office prior to initiation. GPS data collection shall tie into the MCB Camp Pendleton GPS Base Station and checks shall be made to existing Survey Control Monuments around the area of work (Control Coordinates, Maps & Monument Record Sheets are available from the GIS Office). All checks made to control points must be recorded and discrepancies noted in the deliverables. Data collected but not verified via this method will not be accepted for submittal.

e. Map Products and Support Files:

Finished map products, regardless of final print size, shall be presented separately in both hard copy and digital formats. The hard copy deliverables are defined in another section of this SOW. Final map products shall be delivered in the following digital formats:

- i. PDF Format: Resolution of 300 dpi with no image compression. All fonts must be embedded. The Recipient shall only use fonts that are licensed and available for use by the Government.
- ii. JPG (Joint Photographic Experts Group) Format: Resolution of 300 dpi with 24-bit true color.
- iii. MXD (ESRI Map Document) Format: All maps constructed shall have the associated MXD delivered to allow for future printing and modification, as necessary, by the Government. MXDs shall use the 'relative paths' option. The Table of Contents (TOC) within the MXD shall be orderly, and contain a logical naming structure.

Note: Map or drawing scales will be determined by the Project Manager, if applicable. Mapping accuracy for the agreed scales will conform to the American Society for

Photogrammetry and Remote Sensing (ASPRS) "Accuracy Standards for Large-Scale Maps", "Interim Accuracy Standards for Large-Scale Maps", and "Geospatial Positioning Accuracy Standards". Copies of these standards can be obtained on the Internet at <http://www.asprs.org>, and/or at <http://www.fgdc.gov>, or by contacting:

American Society for Photogrammetry and Remote Sensing
5410 Grosvenor Lane, Suite 210
Bethesda, MD 20814-2160

f. Media for Geospatial Data Deliverables:

Geographic data shall be delivered on a separate CD-ROM or DVD-ROM, or external hard drives. This media shall **contain only the value-added data sets** as designated in the Task sections of the SOW. Do not include the Recipient's working files or original installation data sets that may have been used by the Recipient to develop the deliverables. "READ ME" files may be included on the geographic data media if such files provide explanation of the delivered data sets. However, these "READ ME" files should not be delivered in lieu of standard metadata.

g. Geographic Data Documentation (Metadata):

For each digital file delivered containing geographic information (regardless of format), **the Recipient shall provide documentation** consistent with the GEO*Fidelis* Metadata Guidelines, which follow Federal Geographic Data Committee (FGDC) Content Standards for Digital Geospatial Metadata (CSDGM). Both 'Mandatory' and 'Mandatory as Applicable' fields shall be completed for each geographic data set, as well as selected 'Optional' fields. The documentation shall include, but not be limited to, the following:

- The name, description, abstract, and purpose of the data set/data layer.
- The source of the data and any related data quality information such as accuracy and time period of content.
- 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 geographic data delivery format.
- Details of all checks made to existing control points & any discrepancies noted.
- Type of data layer (point, line, polygon, etc.).
- Field names of all attribute data and a description of each field name.
- Definition of all codes used in the data fields.
- Ranges of numeric fields and the meaning of these numeric ranges.

- The creation date of the map layer and the name of the person who created it.
- A point of contact shall be provided to answer technical questions.

Metadata generation tools included in the ArcGIS suite of software (or equivalent technology) shall be used in the production of the required metadata in XML format. Regardless of the tools used for metadata creation, the Recipient must insure that the metadata is delivered in XML format and can be easily imported to the Installation's enterprise geodatabase. Specific guidelines may be found within the GEOFidelis West Metadata Authoring Guide. A copy of the guide may be obtained by contacting:

GEOFidelis West
Building 1160, Lower Level Room 6
Camp Pendleton, CA 92055
(760) 763-1891

(NOTE: The metadata should be formatted from the Installation database perspective, not the Recipient project perspective. Therefore such items as Point of Contact should be the Installation POC currently associated with the data and NOT the Recipient's Project Manager. The Recipient shall use language and format consistent with existing Installation metadata.)

h. Geographic Data Review:

The digital geographic maps, related data, and text documents shall be included for review in the draft and final contract submittals. The data will be analyzed for discrepancies in subject content, correct format in accordance with these specifications, and compatibility with the existing GIS system. The Recipient shall incorporate review comments to data and text prior to approval of the final submittal.

3. Ownership:

All digital files, final hard copy products, source data acquired for this project, and related materials, including that furnished by the Government, shall become the property of the Installation and will not be issued, distributed, or published by the Recipient without the written consent of the Base Representative.

4. Contact Information:

For project inquiries, please contact the Project Manager. For specific geospatial questions, upon the approval of the Project Manager, you may contact:

**Information Systems Section Head
Environmental Security
Building 22165
Box 555008-5008
Camp Pendleton, CA 92055-5008
Tel: (760) 725-9749**

ATTACHMENT A

SELF-INSURANCE REQUIREMENTS FORM

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

- Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.
- The following endorsements are required for Excess Liability insurance policies:
 - a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
 - b. "The Commanding Officer, Naval Facilities Engineering Command San Diego, CA shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self insurance program."
 - c. "The United States of America (Department of the Navy) is added as an additional insured in operations of the policyholder at or from the premises licensed/leased from the United States".

d. "This insurance certificate is for use of facilities at Marine Corp Base Camp Pendleton under this Cooperative Agreement, No. N62473-19-2-0001."

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

**ATTACHMENT A
NON SELF-INSURED REQUIREMENTS FORM**

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

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

b. "The Commanding Officer, Naval Facilities Engineering Command, Facilities Engineering Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."

c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."

d. "This insurance certificate is for use of facilities at Marine Corp Base Camp Pendleton under this Cooperative Agreement, No. N62473-19-2-0001"

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: **N62473-19-2-0001**.

(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 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

thomas.sabol@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)