

**REQUEST FOR STATEMENTS OF INTEREST  
WITHIN THE COOPERATIVE ECOSYSTEM STUDIES UNIT  
NUMBER N62473-21-2-0001  
PROJECT TO BE INITIATED IN 2021**

**Project Title: ANIMAL CARE, MANAGEMENT, AND RESEARCH FOR HEADSTARTING  
AGASSIZ'S DESERT TORTOISE (GOPHERUS AGASSIZII) AT MCAGCC, THE MARINE  
CORPS AIR GROUND COMBAT CENTER, TWENTYNINE PALMS, CALIFORNIA**

Responses to this Request for Statements of Interest (RSOI) will be used to address captive rearing and associated research of desert tortoises at the Marine Corps Air Ground Combat Center (MCAGCC) Twentynine Palms, California. The statement of interest will be for on-site actions at MCAGCC's Tortoise Research and Captive Rearing Site (TRACRS) and adjacent training ranges. Activities associated with the proposed project include maintaining the integrity of the headstart portion of the Tortoise Research and Captive Rearing Site (TRACRS), monitoring the health, condition, and survival of head start mothers and offspring, evaluating the success of released juveniles, calculating the efficacy of the facility and methods in optimizing health of raised individuals and their recruitment to local populations, and, as weather allows, generating new juveniles at TRACRS. This work is in support of the endangered species program at the installation and is critically important to mission sustainability and recovery of the desert tortoise.

The approximate amounts expected to be available to support the base requirements of this project are:

<b>Periods</b>	<b>Estimated Available Funding</b>
Base Period	\$221,137.00 to \$245,707.78
Option Period 1	\$225,449.17 to \$250,499.08
Option Period 2	\$229,845.43 to \$255,383.81
Option Period 3	\$234,327.42 to \$260,363.80

*\*\*Subject to the Anti-Deficiency Act (31 U.S.C. § 1341), additional funding may be available for follow on work in subsequent fiscal years to the successful Recipient.*

Type of Assistance Instrument Anticipated: Cooperative Agreement

Authority: Cooperative Agreement under 16 USC §670c-1

Eligible Applicants: Any Californian and Desert Southwest Cooperative Ecosystem Studies Unit (CESU) cooperative partner who qualifies under the DoDGARS Part 34 or 2 Code of Federal Regulations 200 is eligible to apply.

Cost Sharing: Not required

**Background:**

The Marine Corps Air Ground Center (MCAGCC), Twentynine Palms, is the Marine Corps' largest combined-arms, live-fire training facility, encompassing 1,102 square miles of mostly public lands in the Mojave Desert, California. The Combat Center is divided into 27 range training area management units, each of which may contain training areas, landing fields, targetry, main supply routes, fixed ranges, support areas, expeditionary areas, and safety buffer zones. Armed forces use the Combat Center to train troops and test equipment. MCAGCC annually provides training to one-third of the Fleet Marine Force and Reserves Units.

Significant natural resources and wildlife exist on MCAGCC. Such wildlife often inhabit areas on MCAGCC property that are near military training and facilities maintenance activities. Of particular note is the Agassiz's desert tortoise (*Gopherus agassizii*), which is listed as threatened under the Endangered Species Act (ESA), and is declining across the installation.

To help recover the desert tortoise and mitigate for military actions on MCAGCC, the installation implements conservation measures as specified in Biological Opinions USFWS 1-8-99F-41 and 8-8-10-F-65R and MCAGCC's 2018 Integrated Natural Resources Management Plan. One of these conservation measures is to implement a headstart program to rear juvenile tortoises and release them to the landscape. MCAGCC's headstart program has made significant advances in captive rearing of hatchling desert tortoises and is positioned to enhance these efforts further.

**Brief Description of Anticipated Work:**

This project will continue captive rearing of hatchlings and juveniles until they grow large enough to be released to wild populations. This project also involves maintaining the TRACRS facility and its operations (e.g., irrigation) and tracking released juveniles in the Sand Hill Training area to document survival and integration into the wild population. There will also be the opportunity to complete related headstart research. The specific objectives and general requirements for conducting work on MCAGCC can be found in the attached SOW.

Please see enclosure 1 for full Scope of Work and enclosure 2 for applicable terms and conditions.

**Period of Performance:**

The Base Period of performance extends from award through March 2023 (Table 1). The proposed options are three, consecutive annual (12-month) periods of performance beyond the base period. The total duration of this agreement, including any option period, shall not exceed 60 months. The end date is the anticipated date that the Final Report is accepted by the Government. The award of any option period is subject to the availability of funds subject to the Anti-Deficiency Act (31 U.S.C. § 1341) and may be unilaterally awarded by the Government.

Table 1. Periods of performance for base and option awards.

<b>Option Item</b>	<b>Period of Performance</b>
Base Period	Date of Award – March 2023
Option Period 1	March 2023 – March 2024
Option Period 2	March 2024 – March 2025
Option Period 3	March 2025 – March 2026

A fifteen (15) day period, starting on date of award, will be used for the cooperator to provide preliminary documents to the Cooperative Agreement Administrator (CAA). Documents include, but are not limited to, insurance documents/certificates, Accident Prevention Plans/Site Health and Safety Plans (as applicable), and Draft Work Plans. Cooperator may not begin performance until preliminary documents are submitted and accepted or approved as appropriate.

**Materials Requested for Statement of Interest/Qualifications:**

Please provide the following via e-mail attachment to the CAA: Kevin Magennis ([kevin.magennis@navy.mil](mailto:kevin.magennis@navy.mil)).

- 1) SF 424 (Enclosure 3)
- 2) Research & Related Senior/Key Personnel Form (Enclosure 4). Please see Factor 1 for additional submittal requirements.

- 3) Research & Related Budget Form (Enclosure 5). Please see Factor 3 for additional submittal requirements.
- 4) SF-LLL Disclosure of Lobbying Activities (Enclosure 6). If applicable, complete SF- LLL. Applicability: If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the grant/cooperative agreement, you must complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying."

\*\*Reimbursement of pre-award costs will not be allowed.

\*\*Please note, that some of the forms functionality may be lost. Please visit <https://www.grants.gov/web/grants/forms/r-r-family.html#sortBy=1> to retrieve the forms directly from the Grants.gov website.

### **Review of Statements Received:**

Proposals will be evaluated based on the following three factors: 1) Credentials of Key Personnel, 2) Scientific Approach, and 3) Reasonableness of Cost

NOTE: All requirements listed are minimum requirements. Offerors will be assessed on their ability to adhere to the listed requirements, completeness of responses, follow directions, comply with restrictions and provide quality control on their submittals. All page limits refer to 12 point font and single spaced one-sided pages.

### **Factor 1 - Credentials of Key Personnel**

A. Principal Investigator (PI): The Cooperator shall designate one person as responsible for ensuring that provisions are in place for project and personnel supervision, quality control and meeting of reporting requirements. This position shall be responsible for liaison between Cooperator and the Grants Officer or CATR and shall serve as the main point of contact for all required results and/or progress reports on the study. This person shall have, at the minimum:

- 1) A PhD degree in animal biology, ecology, or a related science;
- 2) A US Fish and Wildlife Service (USFWS) 10(a)(1)(A) permit to headstart, handle and research desert tortoises and provide technical specialists with the necessary permit authorizations, qualifications and field experience to fulfill the required tasks (i.e., at least knowledge of Agassiz's Desert Tortoises, their food, water and resource requirements, radiotelemetry, X-ray radiography, reproductive biology, health assessments and sterile techniques for handling *G. agassizii*);
- 3) A publication record demonstrating expert knowledge of Agassiz's Desert Tortoises, their food, water, physiologic and resource requirements, radiotelemetry, x-ray radiography, reproductive biology, growth, survival, health assessments and sterile techniques for handling adult and juvenile desert tortoises, and tortoise eggs, burrows and nests, and securing and maintaining headstart enclosures (fencing, netting, irrigation systems, soil, native vegetation, and native forage plants) and related support;

- 4) Demonstrated use of GIS units and maps for tracking and monitoring wild tortoises, and an ability to mark and measure the body size, condition and growth of individual desert tortoises
- 5) A minimum of five years of experience in a responsible position providing oversight of, support to or directly involved in desert tortoise conservation and management on military lands.

B. Project Manager: The Project Manager (PM) shall have, at the minimum:

- 1) A Master's degree in animal biology, ecology, or a related science or 3 full years of project management experience managing ecological field investigations and/or conducting field animal care;
- 2) An ability to handle, mark, measure and provide food, water and other care for hundreds of juvenile desert tortoises in a remote, fenced headstart facility on a live-fire military installation with extreme desert weather;
- 3) An ability to help maintain the basic physical structure, security and operations of a headstart facility, to include fencing, netting, irrigation systems, anti-predator controls and related facility operations;
- 4) An ability to use GIS units, maps, binoculars and radiotelemetry to track and monitor wild tortoises.

C. Technical Staff shall possess, at a minimum:

- 1) A Bachelor's degree in animal biology, ecology or a related science and disciplines;
- 2) Be an Authorized Individual on a USFWS 10(a)(1)(A) permit to handle and research desert tortoises (*Gopherus agassizii*) or work only under direct supervision of an Authorized Individual (e.g., PI and PM above);
- 3) Demonstrated field experience with Agassiz's Desert Tortoises, their food, water, movements, behaviors and resource requirements, radiotelemetry, health assessments and sterile techniques for handling desert tortoises;
- 4) Demonstrated experience marking and assessing the condition of juvenile and adult desert tortoises.

### **Factor 2 – Scientific Approach**

Not to exceed 3 pages, the Offeror shall develop an outline for their approach to address the anticipated work stated above. The Offeror shall be evaluated as to the soundness of the overall approach and use of any innovative techniques that can be adopted for efficiency of management and species recovery.

### **Factor 3 - Reasonableness of Cost**

After technical evaluation of the proposal, the offers will be analyzed for fair and reasonable pricing. The proposal will be analyzed to determine whether its pricing is materially/mathematically balanced, and is fair and reasonable. The Offeror shall use OMB Circular A-21 "Cost Principles for Institutions of Higher Education", 48 CFR part 31 "Contract Cost Principles and Procedures," or 2 CFR 200 Subpart F "Audit Requirements" as applicable.

Evaluations will include an analysis to determine the Offeror's comprehension of the requirements of the solicitation as well as to assess the validity of the Offeror's approach. A clear cost breakdown of work elements to be accomplished detailing quantities for the various work items, unit, unit prices and extended prices will be required and will be evaluated. Evaluation will include an analysis to determine the Offeror's comprehension of the requirements of the proposed agreement as well as to assess the validity of the Offeror's approach.

Please be sure to provide a proposal for the Option Periods as listed within the SOW.

Please provide your proposed budget on the provided pdf titled, "Research and Related Budget" form\*(Enclosure 4). Please submit one budget form for the base year of work and separate budget form for each of the options specified in the SOW.

**\*Form: RESEARCH AND RELATED BUDGET:**

Complete the Research and Related Budget form in accordance with the instructions on the form. You must provide a detailed cost breakdown of all costs, by cost category, by the funding periods described below, and by task/sub-task corresponding to the task number in the proposed SOW. You may request funds under any of the categories listed as long as the item and amount are necessary to perform the proposed work and meet all the criteria for allowability under the applicable Federal cost principles. The budget should adhere to the following guidelines:

The budget should be driven by program requirements. Elements of the budget shall include:

- Direct Labor - Individual labor category or person, with associated labor hours and unburdened direct labor rates.
- Indirect Costs - Fringe benefits, overhead, G&A, COM, etc. (must show base amount and rate). Justify in Field L.
- Travel - Number of trips, destination, duration, etc. Justify in Field L (on the form).
- Subcontract - A cost proposal as detailed as the applicant's cost proposal will be required to be submitted by the subcontractor. If applicable, include in Research & Related Subaward Budget Attachment Form.
- Consultant - Provide consultant agreement or other document that verifies the proposed loaded daily/hourly rate. Include a description of the nature of and the need for any consultant's participation. Strong justification must be provided, and consultants are to be used only under exceptional circumstances where no equivalent expertise can be found at a participating university. Provide budget justification in Field L.
- Materials - Specifically itemized with costs or estimated costs. An explanation of any estimating factors, including their derivation and application, shall be provided. Include a brief description of the applicant's procurement method to be used (competition, engineering estimate, market survey, etc.). Justify in Field L.
- Other Directs Costs - Particularly any proposed items of equipment or facilities. Equipment and facilities generally must be furnished by the cooperator/recipient (justifications must be provided when Government funding for such items is sought). Include a brief description of the applicant's procurement method to be used (competition, engineering estimate, market survey, etc.). Justify in Field L.

Budget Justification (Field L on the form): Provide the required supporting information for the cost elements as shown above (see Research & Related Budget instructions) and listed as follows: indirect cost, travel, consultant, materials, and other direct costs. Provide any other information you wish to submit to justify your budget request.

NOTE: Every deviation from the scope of work requirement must be identified. Proposer must identify the paragraph in the scope of work that is applicable and provide sufficient information to justify why the deviation is in the best interest of the government.

RELATIVE IMPORTANCE OF EVALUATION FACTORS – Factor 1, 2, and 3 are of equal importance.

**Timeline for Review of Statements of Interest:**

We request that Statements of Interest be submitted by August 10, 2021 2:00 PM local standard time. This Request for Statements of Interest will remain open until an investigator team is selected. Statements of Interest received after August 10, 2021 2:00 PM local standard time are considered “late” and may not be considered. Please submit requests for information/questions no later than August 6, 2021 2:00 Pacific Standard Time.

**Please send electronic responses and questions to:**

Mr. Kevin Magennis, Contract Specialist Environmental Acquisition Core  
[kevin.magennis@navy.mil](mailto:kevin.magennis@navy.mil)

Point of Contact Information:

Mr. Kevin Magennis, Contract Specialist Environmental Acquisition Core  
Naval Facilities Engineering Systems Command Southwest  
750 Pacific Highway San Diego, CA 92132  
619.705.5566

SCOPE OF WORK FOR  
MANAGEMENT AND RESEARCH FOR HEADSTARTING AGASSIZ'S DESERT  
TORTOISE (*GOPHERUS AGASSIZII*) AT MCAGCC, THE MARINE CORPS AIR GROUND  
COMBAT CENTER, TWENTYNINE PALMS, CALIFORNIA

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## **A. PURPOSE**

This Cooperative Agreement outlines terms and the cooperative effort of the Department of the Navy, Navy Facilities Engineering Systems Command, Southwest (NAVFAC SW), on behalf of Marine Corps Air Ground Combat Center (MCAGCC), Twentynine Palms, for implementing a Cooperative Program to Headstart and Research the Agassiz's Desert Tortoise (*Gopherus agassizii*). Continued operation of this program, coupled with applied research to improve its efficiency and effectiveness, satisfies regulatory requirements in the Installation's Integrated Natural Resources Management Plan and a Biological Opinion issued by the US Fish and Wildlife Service.

## **B. LOCATION**

The Headstart Program for Agassiz's Desert Tortoises at MCAGCC is focused on the growth, survival and maturation of headstarted tortoises and may successfully augment tortoise populations and species recovery. MCAGCC's headstart facility is named TRACRS (Tortoise Research and Captive Rearing Site).

## **C. DESIGNATED REPRESENTATIVES**

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, Contract Specialist, Naval Facilities Engineering Command Southwest, 750 Pacific Highway, San Diego, CA 92132-5190 telephone (619) 705-5566, and email: [kevin.magennis@navy.mil](mailto:kevin.magennis@navy.mil)
2. The Cooperative Agreement Technical Representative (CATR) is Dr. Aaron Hebshi, Senior Natural Resources Specialist, Naval Facilities Engineering Command, Southwest, 750 Pacific Highway, San Diego CA 92132; telephone (619) 705-5559 and email: [aaron.hebshi@navy.mil](mailto:aaron.hebshi@navy.mil)

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

3. The Installation Representative is Dr. Brian Henen, Supervisory Environmental Protection Specialist, Environmental Affairs (EA) Division MCAGCC Twentynine Palms CA 92278; telephone (760) 830-5720 and email: [brian.henen@usmc.mil](mailto:brian.henen@usmc.mil).

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



Representative has no authority to direct or change any work identified in this Cooperative Agreement.

4. The Cooperator is TBD.

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

6. The Cooperator 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 Cooperator.

#### **D. PERIOD OF PERFORMANCE**

The period of performance covered by this agreement is approximately 18 months (i.e., through March 2023) upon award. The proposed period of performance consists of the 18-month base period and three (3) consecutive 12-month option periods. The total duration of this agreement, including any option years and/or modifications, shall not exceed 60 months. The end date is the anticipated date that the Final Report is accepted by the Government. The option periods are subject to the availability of funds and may be unilaterally awarded by the Government.

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

#### **E. PROVISIONS TO THE COOPERATOR**

MCAGCC agrees to the following terms for this cooperative project:

1. Technical Information. MCAGCC agrees to provide detailed information of the Desert Tortoise Head Start Program and any other pertinent installation information upon request by the Cooperator.
2. Access. MCAGCC will provide access to Base for the purposes of this project.
3. Funding. MCAGCC agrees to provide funds to support the following budget estimate:

Item  
Personnel  
1 Principal Investigator  
1 Full-time Project Manager

1 Part-time Research Technician

Operating expenses

Field supplies

Facility maintenance

Research materials & analyses

Travel

Vehicle operating costs

Meals and incidentals

Accommodations

Deliverables

Monthly Progress Reports

Draft Report/manuscript

Final report/manuscript

**F. GENERAL REQUIREMENTS**

1. The Cooperator shall provide all labor, management, supervision, tools, materials, equipment, transportation, meals, and lodging for him/herself and his/her personnel. All Cooperator equipment is subject to inspection and approval by the Installation Representative.
2. Cooperator shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. Equipment is defined as "tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year." Supplies are defined as "All personal property excluding equipment, intangible property, and debt instruments, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements." (DoD Grant and Agreement Regulations, DoD 3210.6-R#)
3. The Cooperator shall visit the study/project area as often as necessary and within the time limits stated below to accomplish the purposes of the Agreement as detailed further in this Scope of Work. It is the Cooperator's responsibility to obtain security, entrance, and/or photographic clearances for himself/herself and his/her personnel to the Installation. It may be that only government personnel may be permitted to take photographs. The Cooperator 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 Cooperator access to study/project sites. While on the installation, the Cooperator shall abide by all applicable rules and regulations issued by the Commanding Officer. The Cooperator may be subject to inspections for contraband while on Government property.
4. The Cooperator 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 scoped activities of this Agreement.

5. Due to the complexity of work, the Cooperator shall provide a Principal Investigator and as many trained technicians as necessary to complete the work.

a. **Principal Investigator (PI):** The Cooperator shall designate one person as responsible for ensuring that provisions are in place for project and personnel supervision, quality control and meeting of reporting requirements. This position shall be responsible for liaison between Cooperator and the Grants Officer or CATR and shall serve as the main point of contact for all required results and/or progress reports on the study. This person shall have, at the minimum:

- 1) A PhD degree in animal biology, ecology, or a related science
- 2) A US Fish and Wildlife Service (USFWS) 10(a)(1)(A) permit to headstart, handle and research desert tortoises and provide technical specialists with the necessary permit authorizations, qualifications and field experience to fulfill the required tasks (i.e., at least knowledge of Agassiz's Desert Tortoises, their food, water and resource requirements, radiotelemetry, X-ray radiography, reproductive biology, health assessments and sterile techniques for handling *G. agassizii*).
- 3) A publication record demonstrating expert knowledge of Agassiz's Desert Tortoises, their food, water, physiologic and resource requirements, radiotelemetry, x-ray radiography, reproductive biology, growth, survival, health assessments and sterile techniques for handling adult and juvenile desert tortoises, and tortoise eggs, burrows and nests, and securing and maintaining headstart enclosures (fencing, netting, irrigation systems, soil, native vegetation, and native forage plants) and related support
- 4) Demonstrated use of GIS units and maps for tracking and monitoring wild tortoises, and an ability to mark and measure the body size, condition and growth of individual desert tortoises
- 5) A minimum of five years of experience in a responsible position providing oversight of, support to or directly involved in desert tortoise conservation and management on military lands

b. **Project Manager (PM)** shall have, at the minimum:

- 1) A Master's degree in animal biology, ecology, or a related science or 3 full years of project management experience managing ecological field investigations and/or conducting field animal care.
- 2) An ability to handle, mark, measure and provide food, water and other care for juvenile desert tortoises in a remote, fenced headstart facility on a live-fire military installation with extreme desert weather

3) An ability to help maintain the basic physical structure, security and operations of a headstart facility, to include fencing, netting, irrigation systems, anti-predator controls and related facility operations

4) An ability to use GIS units, maps, binoculars and radiotelemetry to track and monitor wild tortoises

c. **Technician(s)**, if employed, shall possess, at a minimum:

1) A Bachelor's degree in wildlife biology, ecology or a related science

2) Be an Authorized Individual on a 10(a)(1)(A) permit to handle and research desert tortoises (*Gopherus agassizii*), or work under direct supervision of an Authorized Individual (e.g., PI and PM, above).

3) Demonstrated field experience with Agassiz's Desert Tortoises, their food, water, movements, behaviors and resource requirements, radiotelemetry, x-ray radiography, health assessments and sterile techniques for handling desert tortoises

4) Demonstrated experience marking and measuring the condition of juvenile and adult desert tortoises

**Any change to the Principal Investigator or Project Manager after award of Cooperative Agreement, shall require approval of the CAA.**

6. The Cooperator shall work closely with the CATR and Installation Representative in planning and carrying out all activities. It is the Cooperator's responsibility to ensure that all personnel who visit the Installation coordinate with the Installation Representative regarding site access. The Cooperator shall provide a list of all personnel working on this project to the CATR and Installation Representative.

7. All statistical analyses conducted and management recommendations developed during this Agreement shall be scientifically defensible and suitable for publication. Data should be analyzed using acceptable methods as determined in current scientific literature(s). The CATR or Installation Representative, at their discretion, may subject the draft report to external peer review.

8. **Work Control.** The Cooperator shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, and to permit tracking of work in progress. The Cooperator shall plan and schedule work to assure material, labor, and equipment are available to complete work with the quality standards established herein.

9. **Work Schedule.** The Cooperator shall schedule and arrange work as to cause the least inconvenience and interference with the normal occurrence of Government business and mission. All work shall be performed and completed in accordance with the time frames established in the Work Plan for each item of work. The Cooperator's initial work schedule shall indicate the days

of the week for service to be performed. The schedule shall list the type of work to be performed, the areas to be worked, and the estimated time to complete the work in each area. The initial work schedule shall be submitted to the CATR and Installation Representative for approval within 30 calendar days after issuance of the Agreement. Changes to the schedule shall be submitted to the CATR and Installation Representative for approval.

10. Throughout the term of this Agreement the CATR and the Installation Representative shall be afforded the opportunity by the Cooperator to periodically review data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Cooperator's performance in fulfilling the requirements of this Agreement.

11. The Cooperator shall work closely with the CATR and Installation Representative in planning and carrying out all field investigations. The Cooperator and/or field investigators shall accommodate requests from the CATR or EA to assist in scheduled work.

12. The Cooperator and his/her field investigators shall visit the designated area as often as necessary and within the limits stated below to accomplish the purpose of this project as detailed further in this Scope. The Cooperator must comply with all Base security rules, regulations, requirements, and day-to-day operational changes thereto.

13. The Cooperator shall provide all transportation, meals, and lodging for himself/herself and his/her personnel and all equipment and analyses necessary to complete the work. All equipment used on the Base is subject to inspection by and approval of the Base safety program. It is the Cooperator's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel.

14. The Cooperator shall conduct field investigations and interviews with experts and authorities as necessary to accomplish the work described in this Scope. They shall particularly attempt to contact and utilize information from local offices and personnel of the USFWS, and other investigators who have conducted same or similar efforts in the past.

15. The Cooperator will have access to all pertinent files, reports, and plans archived at EA that might assist the Cooperator to accomplish the requirements of this Agreement.

16. 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.

17. 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.

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 Cooperator under past Agreements for this type of work, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature. If changes in analyses make results unfit for comparison with previously collected data, the Cooperator shall reanalyze all appropriate data sets for comparison. The CATR or Installation representative, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

19. In order to avoid impacts to desert habitat, the Cooperator must coordinate all vegetation and ground disturbing activities with the Installation Representative. The Cooperator shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of mud and weed seeds.

20. No ground disturbing activities are to take place without the concurrence from the Installation Representative. Under no circumstances shall the Cooperator violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources contact the Cultural Resources Program Manager. If the Cooperator accidentally disturbs an archeological and/or cultural resources site, the Cooperator shall leave the site immediately (as intact as possible) and contact the Cultural Resources Program Manager via the Installation Representative. For any approved ground-disturbing activities, the Cooperator shall obtain a digging permit from the appropriate official on MCAGCC, prior to any excavation that may impact utility systems.

21. The Cooperator and his/her field investigators will request training area access through the Installation Representative. Training area requests shall be made at least two weeks prior to any scheduled fieldwork. The Cooperator and his/her field investigators will contact the Installation Representative to ensure that the training area request has been authorized. The Government's normal working hours are from 0800 to 1730 Mondays through Fridays except (1) Federal holidays and (2) other days specifically designated by the Contracting Officer. Federal Holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

22. The Cooperator must comply with all MCAGCC security rules, regulations, and day-to-day operational changes. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Cooperator access to parts of MCAGCC. It is the responsibility of the Cooperator to reschedule this work. The Cooperator shall visit MCAGCC as often as necessary to accomplish the purpose of this Agreement as detailed further in this Scope. The Cooperator shall pre-arrange access with the Installation Representative a minimum of ten days prior to any field surveys. The Cooperator and/or his/her representative(s) shall inform the CATR and the Installation Representative in writing, preferably via electronic mail, of any unusual activity observed while conducting surveys in the field (e.g., trespassers). Information should include: (1) location, (2) date, (3) time, and (4) any detailed facts regarding the activity.

23. All field notes, field data forms, electronic storage of field data, photographs, etc. collected,

produced, and delivered as part of this Agreement are the property of the DoN. Legible copies of the field notes, data forms and other information shall be provided to the CATR and Installation Representative upon request.

24. Photography and videography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel via the Installation Representatives. When requested by the Base, all film and imagery must be submitted to appropriate personnel for processing and security inspection.

25. Transportation and disposal of hazardous wastes (i.e., batteries) shall be conducted in accordance with Federal, State, local and applicable Installation requirements.

26. The Cooperator and his/her field investigators are specifically prohibited from any predator control activities, other than those stated under Specific Requirements, without the prior concurrence of the Installation Representative.

27. The Cooperator and his/her field investigators are strictly prohibited from removing any wildlife (sick, dead, or alive) or their parts from the Base without prior written authorization from the Installation Representative.

28. Sections of this Agreement may be added to, deleted, or modified during the year to reflect project changes or new information, such as program cost increases or manpower requirements. Any management activities not specifically provided for within this Scope of Work that are deemed necessary to carry out this Agreement shall be discussed with and mutually agreed to by the Cooperator, CATR, CAA and Installation Representative prior to implementation by the Cooperator. Changes to this Agreement will be made effective only through an Agreement Amendment signed by the Cooperator and the Grant Officer.

29. Smoking is prohibited outside developed cantonment areas on the Base.

## **G. SPECIFIC REQUIREMENTS**

Upon initiation of this award in 2021, this agreement requires the Cooperator to design and implement research and captive rearing of juvenile Agassiz's Desert Tortoises. This project will continue to protect juvenile tortoises until they grow large and hard enough to be released, to monitor and adjust the rearing conditions that most effectively promote the growth, development, and successful release of the young tortoises, and to monitor success of the released animals. As weather and other environmental conditions allow, new eggs may be obtained and the hatchlings protected to survive and grow towards population augmentation criteria.

### **Requirements**

For the 18-month base period, and, if exercised, each of the 12-month option periods, the head start care, maintenance and research shall include:

#### **1. Facility Maintenance**

- a. Upon award, maintain TRACRS pens in a functional, productive capacity, including individual pen structure.
- b. Maintain vegetation and soil conditions within the facility, including substrate for burrowing females and their offspring, and shade and food plants within the pens.
- c. Ensure facility is free of breaches from predators and free-roaming tortoises by maintaining the predator-proof fencing and netting, and the supporting perimeter fence.
- d. Maintain the irrigation system.

## **2. Cohort growth and shell development**

- a. Supplement rain with irrigation timed optimally to hydrate tortoises and stimulate food plant productivity
- b. Supplement enclosure food plants with collected native forage and domestic forage supplements (e.g., garden flowers and market produce)
- c. Census pens annually to support survival and growth assessments

## **3. Post-release research**

- a. Monitor survival, movement, health and growth of juveniles released in prior years (up to about 235 juveniles)
- b. Prepare new cohorts for release and monitoring as soon as spring 2022 for exercised options, if weather permits, annually until captives are released
- c. Transition emphasis to monitoring and assessing health of released tortoises as captive numbers decline
- d. Consider additional research on post-release tortoises

## **4. Cohort Production and population augmentation**

- a. As environmental conditions support, radiograph headstart mothers and transport gravid females to and from TRACRS for the nesting periods, as conditions allow, for each exercised Option period.
- b. Monitor hatching success headstart clutches, and mark and measure individual hatchlings.
- c. Measure annual survivorship, growth, health, and behavior of young tortoises in pens.
- d. Monitor headstart mothers monthly through radiotelemetry.
- e. Conduct cost-benefit analyses on rearing activities from base conditions to conditions of resource supplementation or decreasing density within pens)

Option years are inclusive of all aforementioned tasks listed in Section G with execution time frames that correspond to that current option year. The next Option Year may be exercised any time prior to the completion date of the base year or preceding Option Year.

The Cooperator, at their discretion, may choose to present results of data collected under this



Agreement at a technical conference or workshop, or to non-technical audiences (see Section J for terms and conditions).

## H. MEETINGS/COORDINATION

1. The Cooperator or his/her designee will attend a kick-off meeting with the CATR and Installation representatives to ensure coordination of activities. The CATR shall arrange the meeting. The meeting shall take place within 30 working days from the award of the Cooperative Agreement. The purpose of the kick-off meeting is to discuss any questions the Cooperator may have regarding the agreement to provide the data for analysis and other pertinent information on the work to be performed.
2. The Cooperator shall be available throughout the Agreement period for consultation with the Agreement and Installation Representatives on matters involving data analysis or development of the report/manuscript. These meetings can be either face to face or via internet or phone conference.
3. The Cooperator will attend a meeting with the Installation Representative and CATR upon completion of the study to present results.

## I. SUBMITTALS and SCHEDULES

Cooperator agrees to submit the following deliverables, including Option Period reports for the exercised Option, and a final report at the end of the final period of work:

Monthly Progress Reports	submitted within one week after the end of each month
First Year Draft Annual Report	submitted by 31 January 2023
First Year Final Annual Report	submitted 30 days after US Government has provided comments
Option Period 1 Draft Annual Report	Submitted by 31 January 2024
Option Period 1 Final Annual Report	submitted 30 days after US Government has provided comments
Option Period 2 Draft Annual Report	Submitted by 31 January 2025
Option Period 2 Final Annual Report	Submitted 30 days after US Government has provided comments
Option Period 3 Draft Annual Report	Submitted by 31 January 2026
Option Period 3 Final Annual Report	submitted 30 days after US Government has provided comments
Draft Final Report/Manuscript	Submitted 2 months prior to end of CA (Base period, or, if exercised, final Option Period)
Final Report/Manuscript	submitted 30 days after US Government has provided comments

Monthly Progress reports shall include a summary of work completed over the course of the previous month, the work expected during the next month, and any issues encountered. Monthly

Progress reports will be one to three pages of text, and may be accompanied by figures, tables, appendices or spreadsheets. Reports are to be emailed to the CATR and Installation Representative.

Draft/Final Annual Reports shall summarize the work completed over the course of the previous calendar year, and shall include analyses of data collected and a discussion of the results. The First Year Annual Report shall reflect the work conducted between the period of award and the end of 2022. The Second Year Annual Report (Option 1) shall reflect the work conducted over the course of calendar year 2023. For the ensuing option periods, an annual report shall be provided to cover each ensuing calendar year (2024 and 2025). The draft submissions shall be submitted no later than 31 January to cover the preceding year, and the final submissions shall be submitted within 30 days after receipt of Government comments.

For the draft submissions, one hard copy and one electronic copy in Microsoft Word format (\*.docx) shall be submitted to the Installation Representative, and one electronic copy shall be submitted to the CATR. For the Final submissions, one hard copy and one electronic copy in PDF (2016 or later) format shall be submitted to the Installation Representative, one electronic copy shall be submitted to the CATR, and one unbound copy shall be provided to NAVFAC records management with a CD/DVD copy (contact [diane.silva@navy.mil](mailto:diane.silva@navy.mil) for current submission instructions).

Draft Report/Manuscript: Upon completion of field work under the base period, or, if exercised, the final year of the option period, the Cooperator shall prepare a report or manuscript that summarizes and analyzes all results collected over the course of this Cooperative Agreement and meets all goals and objectives of the project. The draft submission shall be submitted 60 days prior to the Agreement completion date. The final submission shall be submitted within 30 days of receipt of Government comments. The format of the report shall be organized in a logical manner with distinct sections that provide information to meet the goals and objectives outlined in this Agreement.

The report shall be free of grammatical, spelling, and typographic errors and of a quality acceptable for peer-reviewed, scientific journal publication. The CATR may reject the draft if the quality of the report (i.e., writing and presentation) is not professional in content or appearance.

The Cooperator shall submit three hard copies and three electronic copies in Microsoft Word format (\*.docx) of report to the CATR no later than four months from completion of field work. The CATR and the Installation Representative will review the report and provide comments prior to the final report being finalized.

A screen check final will be submitted to ensure that all comments have been incorporated.

Final Report/Manuscript: The final report shall contain all of the information in the draft. If the Government has requested modifications to which the Cooperator takes exception, a meeting or telephone conference will be held to settle these differences. If there are unresolved differences, the Cooperator will address these in a separate rebuttal document to the CAA.

Upon Government approval of the screen check final, up to six professionally bound copies of the report plan shall be submitted to the CATR / Installation Representative. Reports are to be bound with the report title, date, and author clearly printed on the spine of the binding. Four electronic copies of the report shall be submitted with the bound copies in MS WORD (\*.docx) and Adobe Acrobat (.pdf) format. One unbound copy shall be provided to NAVFAC records management with a CD/DVD copy (contact [diane.silva@navy.mil](mailto:diane.silva@navy.mil) for current submission instructions).

Any maps and photos that are relevant will be included in the report.  
Specifications for submitting digital data shall be provided upon finalizing the Agreement.

## **J. DATA AND PUBLICATION**

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

The Federal Government has the right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The DoN acknowledges and agrees that the Cooperator's fundamental consideration in performing the research under this Agreement shall be Cooperator's right to publish the results of such research for academic and scientific purposes. The Cooperator shall submit, for review and comment, any proposed professional, scientific or non-scientific report, paper or note published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this Agreement to the DoN at least 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 Air Ground Combat Center."

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 Cooperator at the time of publication.

4. The Cooperator 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.

## **K. RELEASE OF INFORMATION**

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

## **L. SAFETY**

The Cooperator will be required to develop an Accident Prevention Plan (APP) following the format in Appendix A of the EM 385-1-1 05 July 2011 or latest edition. A Site Safety and Health Plan (SSHP) is also required if the work is potentially hazardous. Potentially hazardous activities include, but are not limited to:

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

The minimum requirement for the SSHP is in Section 28 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 US Army Corps of Engineers Safety & Health Requirements Manual, 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 Cooperative Agreement, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the GDA (SW EV Safety Office, PM, 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 potentially hazardous activities. Government PM should verify with the SW EV Safety Office prior to directing the Cooperator to prepare a SSHP.

The APP, SSHP and AHA will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the DoN. The Cooperator shall certify to CATR that the final APP, SSHP and AHA have been reviewed with each Cooperator employee working on this 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 Cooperator will provide a Monthly Exposure Report (MER) and attach to the monthly billing request. The CATR will submit a copy of the MER to the SW EV Safety Office.

#### **M. HOLD HARMLESS**

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

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

## N. INSURANCE

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

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

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

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

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

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

5. The Cooperator and any of its contractors or agents shall deliver or cause to be delivered promptly to the Cooperative Agreement Administrator, a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this Cooperative Agreement

and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

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

## **O. 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.
4. Payments will be made in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment WAWF Instructions for instructions on payment procedures.

## **P. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING**

Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008

(Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

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

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

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



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

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

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

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

**END**

## ATTACHMENT A

### SELF-INSURANCE REQUIREMENTS FORM

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

#### 1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

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

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

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

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

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

• Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.

• The following endorsements are required for Excess Liability insurance policies:

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

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

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

d. "This insurance certificate is for use of facilities at Marine Corps Air Ground Combat Center under this Cooperative Agreement, No. N62473-21-2-0001."

**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 US  
GOVERNMENT PREMISES OR PROPERTY PURSUANT TO THE COOPERATIVE  
AGREEMENT**

**1. PUBLIC LIABILITY AND PROPERTY DAMAGE**

a. Required minimum amounts of insurance listed below:

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

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

- a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
- b. "The Commanding Officer, Naval Facilities Engineering Command, Facilities Engineering Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."
- c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."
- d. "This insurance certificate is for use of facilities at Marine Corps Air Ground Combat Center under this Cooperative Agreement, No. N62473-21-2-0001."
- e. Loss, if any, under this policy shall be adjusted with Cooperator and the proceeds, at the direction of the US Government, shall be payable to Cooperator, and proceeds not paid to Cooperator shall be payable to the Treasurer of the United States of America."

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

## ATTACHMENT 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:

**N62473-21-2-0001**

(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	<b>N68732</b>
Issue By DoDAAC	<b>N62473</b>
Admin DoDAAC	<b>N62473</b>
Inspect By DoDAAC	<b>N62473/RAQE0</b>
Ship To Code	<b>N/A</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Service Approver (DoDAAC)	<b>N/A</b>
Service Acceptor (DoDAAC)	<b>N62473/RAQE0</b>
Accept at Other DoDAAC	<b>N/A</b>
LPO DoDAAC	<b>N62473/RAQE0</b>
DCAA Auditor DoDAAC	<b>N/A</b>
Other DoDAAC(s)	<b>N/A</b>

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

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

[NAVFAC\\_SW\\_RAQE0\\_inspector@navy.mil](mailto:NAVFAC_SW_RAQE0_inspector@navy.mil)

[aaron.hebshi@navy.mil](mailto:aaron.hebshi@navy.mil)

(g) WAWF point of contact.

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

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

(End of clause)

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

**COOPERATIVE AGREEMENT TERMS AND CONDITIONS  
(SEPT 2006 Rev 2)**

**DoDGARs Part 22:**  
<http://www.gpo.gov>

**2 Code of Federal Regulations 200**  
<http://www.ecfr.gov>

**OMB Circulars:**  
<http://www.whitehouse.gov/omb/circulars/>

**ARTICLES**

- 1. Order of Precedence**
- 2. Statutes and Regulations**
- 3. Cost Principles and Audit \***
- 4. Record Retention and Access Requirements \***
- 5. Modification of Cooperative Agreement**
- 6. Prior Approvals and Changes**
- 7. Allowable Costs \***
- 8. Unexpended Balance**
- 9. Overpayment and Earned Interest**
- 10. Future Funding**
- 11. Subagreements \***
- 12. Officials Not to Benefit \***
- 13. Hatch Act \***
- 14. Lobbying \***
- 15. Environmental Standards \***
- 16. Nondiscrimination \***
- 17. Cargo Preference \***
- 18. Preference for U. S. Flag Air Carriers \***
- 19. Profit or Fee \***
- 20. Claims, Disputes, and Appeals \***
- 21. Controlled Unclassified Information**
- 22. Debarment and Suspension \***
- 23. Drug Free Workplace \***
- 24. Standards for Financial Management Systems \***
- 25. Payment \***
- 26. Procurement \***
- 27. Property \***
- 28. Reports \***
- 29. Termination and Enforcement \***
- 30. After-Award Requirements \***
- 31. Cost Share or Match \***
- 32. Resource Conservation and Recovery Act**

\* Refer to 2 Code of Federal Regulations Part 200



## **1. Order of Precedence**

This Cooperative Agreement is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Cooperative Agreement shall be resolved according to the following order of precedence:

- (a) The Federal statute authorizing this award, or any other Federal statutes directly affecting performance of this Cooperative Agreement.
- (b) 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- (c) These General Terms and Conditions.
- (d) Other terms and conditions contained within this Cooperative Agreement and any attached schedules.

## **2. Statutes and Regulations**

This Cooperative Agreement is subject to the laws and regulations of the United States that apply to assistance instruments including Chapter 63 of U.S. Code Title 31. 2 CFR 200 is hereby incorporated into this Cooperative Agreement by reference. The following OMB circulars, as appropriate, are also incorporated by reference into this Cooperative Agreement:

- (a) 2 CFR Part 220, “Cost Principles for Educational Institutions”
- (b) 2 CFR Part 225, “Grants and Cooperative Agreements for Institutions of Higher Learning”
- (c) 2 CFR 230 “Audits of State, Local Governments, and Non-Profit Organizations”

## **3. Cost Principles and Audit**

2 CFR 220, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and the OMB Circulars below apply specifically to the Cooperator. The Cooperative Agreement shall be consistent with these authorities:

- (1) 2 CFR 220, “Cost Principles for Educational Institutions”
- (2) A-133 “Audits of States, Local Governments, and Non-Profit Organizations”

Cooperator shall submit a copy of OMB Circular A-133 audit reports to the agency Inspector General (IG) and to DoD (IG).

## **4. Record Retention and Access Requirements**

All financial and programmatic records, supporting documents, statistical records, and other records of Cooperators or sub-Cooperators which are:

- (i) Required to be maintained by the terms of this part, program regulations or the cooperative agreement, or
- (ii) Otherwise reasonably considered as pertinent to program regulations or the cooperative agreement.

## **5. Modification of Cooperative Agreement**

The only method by which this Cooperative Agreement can be modified is by a formal, written and signed modification. Administrative modification(s) to the Cooperative Agreement may be accomplished

unilaterally by the signature of designated Cooperative Agreement Administrative Representative or Awarding Officer. Changes to the express clauses or terms of the Cooperative Agreement affecting price, quality, quantity or delivery of the Cooperator's acts or omissions in performing the Scope of Work shall be the subject of a bilaterally executed modification. No other communications, whether oral or in writing, shall modify this Cooperative Agreement.

**6. Prior Approvals and Changes**

Any program changes to the approved project must comply with 2 CFR 200.308 Revision of Budget and Program Plans.

**7. Allowable Costs**

Cooperative agreement funds may be applied only to those costs allowed under 2 CFR 200 Subpart E & Appendix III for Institutions of Higher Education, or Appendix IV for Non-Profits and Appendix VIII for nonprofits exempt from 2 CFR 200, or Appendices V, VI and VII for Governmental Organizations.

**8. Unexpended Balance**

In the absence of any specific notice to the contrary, Cooperators are authorized to carry forward unexpended balances of funds received to subsequent funding periods.

**9. Overpayment and Earned Interest**

**Overpayment.** Within ninety (90) days after the end date of the Cooperative Agreement, any overpayment of funds shall be remitted to the Administrative Grants Officer (AGO) at the Administrative Office on the Award/Modification document, by check made payable to the Naval Facilities Engineering Command. An overpayment represents the difference between allowable actual expenditures and total disbursements received by the Cooperator.

**Advances and Earned Interest.** Interest earned on any account holding funds advanced under this Cooperative Agreement shall be remitted at least quarterly to the Naval Facilities Engineering Command, 1322 Patterson Ave. S.E., Washington, D.C. 20374-5065, by check made payable to the Treasury of the United States.

**10. Future Funding**

The Government's legal funding obligation is limited to the amount shown as the "Total Obligated on Award," section of the Cooperative Agreement document.

**11. Subagreements**

Cooperator shall comply with 2 CFR 200 Subpart D Post Federal Award Requirements, Subrecipient Monitoring and Management

**12. Officials Not to Benefit**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Cooperative Agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

**13. Hatch Act**

The Cooperator agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

**14. Lobbying**

By signing and submitting this proposal, the Cooperator is providing the certification at Appendix A to 32 CFR Part 28 regarding lobbying.

**15. Environmental Standards**

By accepting funds under this Cooperative Agreement, the Cooperator assures that it will:

(a) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR Part 32.

(b) Identify to the Cooperator agency any impact that this agreement may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the Cooperator agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.

(3) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).

**16. Nondiscrimination**

By accepting funds under this Cooperative Agreement, the Cooperator assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195

(b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p.339], as implemented by Department of Labor regulations at 41 CFR part 60.

(c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).

(d) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

**17. Cargo Preference**

The Cooperator agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this cooperative agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

**18. Preference for U. S. Flag Air Carriers**

Travel supported by U.S. Government funds under this cooperative agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**19. Profit or Fee**

In accordance with 32 CFR 22.205(b), no fee or profit may be charged to this cooperative agreement.

**20. Claims, Disputes, and Appeals**

(a) Cooperator Claims.

Per 32 CFR 22.815, any claims arising out of this agreement must be:

- (1) Submitted in writing to the Grants Officer;
- (2) Specify the nature and basis for the relief requested, and;
- (3) Include all data and relevant facts in support of the claim.

(b) DOD Component Claims.

Claims by a DOD Component shall be the subject of a written decision by the Grants Officer.

(c) Alternative Dispute Resolution (ADR).

The Parties shall use ADR to the maximum extent practicable, and comply with 32 CFR 22.815 ADR policies and procedures.

(d) Grants Officer Decisions.

- (1) Within 60 calendar days after receipt of a written claim, the Grants Officer shall:

(a) Prepare a written decision, which shall include: the reasons for the decision; the relevant facts on which the decision is based; and the identity and mailing address of the cognizant Appeal Authority, and; shall be included in the award file, **or**

(b) Notify the Cooperator of a date when the written decision will be rendered. The notice shall address why additional time is needed.

(2) The Grants Officer's decision is final, unless appealed. In the event of an appeal, the Parties shall endeavor to use ADR procedures to the maximum extent practicable.

(e) Formal Administrative Appeals.

All formal administrative appeals shall comply with the applicable provisions of 32 CFR 22.815(e), Claims, disputes, and appeals.

(1) Appeal Authority. The Assistant Commander for Acquisition is the Appeal Authority to decide formal, administrative appeals under this Grant.

(f) Non-exclusivity of remedies.

Nothing in this section is intended to limit a Cooperator's right to any remedy under the law.

**21. Controlled Unclassified Information**

The parties understand that information and materials provided pursuant to or resulting from this cooperative agreement may be export controlled, sensitive, for official use only, or otherwise protected by law, executive order or regulation. The Cooperator is responsible for compliance with all applicable laws and regulations. Nothing in this cooperative agreement shall be construed to permit any disclosure in violation of those restrictions.

**22. Debarment and Suspension**

Cooperators shall comply with the requirements of DoDGARs Part 25, Subpart C, "Government-Wide Suspension and Debarment (Nonprocurement)", 32 CFR Part 25, Subpart C. The Cooperator shall also include a similar term or condition in any lower-tier covered transactions, as required by DoDGARs Part 25, Subpart B, 32 CFR Part 25 (2004).

**23. Drug Free Workplace**

By accepting funds under this Cooperative Agreement, the Cooperator agrees to comply with the "Government –Wide Drug-Free Workplace (Grants)" requirements specified by DoDGARS Part 26, Subpart B (or Subpart C, if the Cooperator is an individual) of 32 CFR Part 26 (2004), which implements Secs. 5151-5160 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et. seq.).

**24. Standards for Financial Management Systems**

By accepting funds under this cooperative agreement, the Cooperator agrees to maintain a financial management system that complies with 2 CFR 200 Subpart D Post Federal Award Requirements, Standards for Financial And Program Management

**25. Payment**

Cooperator shall submit any request for payment in accordance with 32 CFR 32.22, Payment, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Payment will be made in accordance with 2 CFR 200.305 Payment.

For any advance payment the Cooperator must maintain or demonstrate the willingness to maintain the conditions set forth at 2 CFR 200.305 Cooperator is authorized to be paid in advance under the conditions set forth at 2 CFR 200.305.

Reimbursement is the preferred method when the requirements in 2 CFR 200.305 (b) (b) cannot be met. The Cooperator is authorized reimbursements under the conditions set forth at 2 CFR 200.305 for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations and State and Local Governments

**26. Procurement**

Cooperator's system for acquiring goods and services under this Cooperative Agreement shall comply with 2 CFR 200 Subpart D Post Federal Award Requirements, Procurement Standards.

**27. Property**

Title shall vest in, and Cooperator shall manage, property under this cooperative agreement in accordance with 2 CFR 200 Subpart D Post Federal Award Requirements, Property Standards for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and State and Local Governments.

**28. Reports**

Cooperator shall maintain and submit reports in accordance with 2 CFR 200 Subpart D Post Federal Award Requirements, Performance and Financial Monitoring and Reporting for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations and State and Local Governments.

**29. Termination and Enforcement**

This award is subject to 2 CFR 200 Subpart D Post Federal Award Requirements, Remedies For Noncompliance, for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and State and Local Governments.

**30. After-Award Requirements**

Closeouts, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements in 2 CFR 200.343-345 Subpart D Post Federal Award Requirements, Closeout, Post-Closeout Adjustments and Continuing Responsibilities, and Collection of Amounts Due for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations and State and Local Governments.

**31. Cost Share or Match**

Any cost share or cost match agreements shall comply with 2 CFR 200.306 for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and State and Local Governments.

**32. Resource Conservation and Recovery**

Cooperator shall comply with the requirements contained in 2 CFR 200.322 Procurement of Recoverd Materials..

[End of Items]

# APPLICATION FOR FEDERAL ASSISTANCE SF 424 (R&R)

3. DATE RECEIVED BY STATE	State Application Identifier
<input type="text"/>	<input type="text"/>

1. TYPE OF SUBMISSION

Pre-application    Application    Changed/Corrected Application

4. a. Federal Identifier

b. Agency Routing Identifier

c. Previous Grants.gov Tracking ID

2. DATE SUBMITTED

Applicant Identifier

5. APPLICANT INFORMATION UEI:

Legal Name:

Department:  Division:

Street1:

Street2:

City:  County / Parish:

State:  Province:

Country:  ZIP / Postal Code:

Person to be contacted on matters involving this application

Prefix:  First Name:  Middle Name:

Last Name:  Suffix:

Position/Title:

Street1:

Street2:

City:  County / Parish:

State:  Province:

Country:  ZIP / Postal Code:

Phone Number:  Fax Number:

Email:

6. EMPLOYER IDENTIFICATION (EIN) or (TIN):

7. TYPE OF APPLICANT:  Please select one of the following

Other (Specify):

**Small Business Organization Type**    Women Owned    Socially and Economically Disadvantaged

8. TYPE OF APPLICATION:

New    Resubmission

Renewal    Continuation    Revision

If Revision, mark appropriate box(es).

A. Increase Award    B. Decrease Award    C. Increase Duration    D. Decrease Duration

E. Other (specify):

Is this application being submitted to other agencies?  Yes    No   What other Agencies?

9. NAME OF FEDERAL AGENCY:

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

TITLE:

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

12. PROPOSED PROJECT:

Start Date  Ending Date

13. CONGRESSIONAL DISTRICT OF APPLICANT



14. PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR CONTACT INFORMATION

Prefix:  First Name:  Middle Name:   
 Last Name:  Suffix:   
 Position/Title:   
 Organization Name:   
 Department:  Division:   
 Street1:   
 Street2:   
 City:  County / Parish:   
 State:  Province:   
 Country:  ZIP / Postal Code:   
 Phone Number:  Fax Number:   
 Email:

15. ESTIMATED PROJECT FUNDING

a. Total Federal Funds Requested   
 b. Total Non-Federal Funds   
 c. Total Federal & Non-Federal Funds   
 d. Estimated Program Income

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES  THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:  
 DATE:   
 b. NO  PROGRAM IS NOT COVERED BY E.O. 12372; OR  
 PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. By signing this application, I certify (1) to the statements contained in the list of certifications\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances \* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

I agree

\*The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

18. SFLLL (Disclosure of Lobbying Activities) or other Explanatory Documentation

19. Authorized Representative

Prefix:  First Name:  Middle Name:   
 Last Name:  Suffix:   
 Position/Title:   
 Organization:   
 Department:  Division:   
 Street1:   
 Street2:   
 City:  County / Parish:   
 State:  Province:   
 Country:  ZIP / Postal Code:   
 Phone Number:  Fax Number:   
 Email:

Signature of Authorized Representative

Date Signed

20. Pre-application

21. Cover Letter Attachment

## RESEARCH & RELATED Senior/Key Person Profile (Expanded)

PROFILE - Project Director/Principal Investigator			
Prefix:	<input type="text"/>	* First Name:	<input type="text"/>
		Middle Name:	<input type="text"/>
* Last Name:	<input type="text"/>	Suffix:	<input type="text"/>
Position/Title:	<input type="text"/>	Department:	<input type="text"/>
Organization Name:	<input type="text"/>	Division:	<input type="text"/>
* Street1:	<input type="text"/>		
Street2:	<input type="text"/>		
* City:	<input type="text"/>	County/ Parish:	<input type="text"/>
* State:	<input type="text"/>	Province:	<input type="text"/>
* Country:	<input type="text"/>	* Zip / Postal Code:	<input type="text"/>
* Phone Number:	<input type="text"/>	Fax Number:	<input type="text"/>
* E-Mail:	<input type="text"/>		
Credential, e.g., agency login:	<input type="text"/>		
* Project Role:	<input type="text" value="PD/PI"/>	Other Project Role Category:	<input type="text"/>
Degree Type:	<input type="text"/>		
Degree Year:	<input type="text"/>		
* Attach Biographical Sketch	<input type="text"/>	Add Attachment	Delete Attachment
Attach Current & Pending Support	<input type="text"/>	Add Attachment	Delete Attachment
		View Attachment	View Attachment

PROFILE - Senior/Key Person 1			
Prefix:	<input type="text"/>	* First Name:	<input type="text"/>
		Middle Name:	<input type="text"/>
* Last Name:	<input type="text"/>	Suffix:	<input type="text"/>
Position/Title:	<input type="text"/>	Department:	<input type="text"/>
Organization Name:	<input type="text"/>	Division:	<input type="text"/>
* Street1:	<input type="text"/>		
Street2:	<input type="text"/>		
* City:	<input type="text"/>	County/ Parish:	<input type="text"/>
* State:	<input type="text"/>	Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code:	<input type="text"/>
* Phone Number:	<input type="text"/>	Fax Number:	<input type="text"/>
* E-Mail:	<input type="text"/>		
Credential, e.g., agency login:	<input type="text"/>		
* Project Role:	<input type="text"/>	Other Project Role Category:	<input type="text"/>
Degree Type:	<input type="text"/>		
Degree Year:	<input type="text"/>		
Attach Biographical Sketch	<input type="text"/>	Add Attachment	Delete Attachment
Attach Current & Pending Support	<input type="text"/>	Add Attachment	Delete Attachment
		View Attachment	View Attachment

Delete Entry

Next Person

To ensure proper performance of this form; after adding 20 additional Senior/ Key Persons; please save your application, close the Adobe Reader, and reopen it.

**RESEARCH & RELATED BUDGET - Budget Period 1**

OMB Number: 4040-0001  
Expiration Date: 12/31/2022

UEI:

Enter name of Organization:

Budget Type:  Project  Subaward/Consortium

Budget Period: 1 Start Date:  End Date:

**A. Senior/Key Person**

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			
	<input style="background-color: yellow; border: 1px solid red;" type="text"/>		<input style="background-color: yellow; border: 1px solid red;" type="text"/>						<input style="background-color: yellow; border: 1px solid red;" type="text"/>	<input style="background-color: yellow; border: 1px solid red;" type="text"/>	<input style="background-color: yellow; border: 1px solid red;" type="text"/>

Project Role:

Additional Senior Key Persons:     Total Funds requested for all Senior Key Persons in the attached file

Total Senior/Key Person

**B. Other Personnel**

Number of Personnel	Project Role	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad.	Sum.			
<input type="text"/>	Post Doctoral Associates	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Graduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Undergraduate Students	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Secretarial/Clerical	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Number Other Personnel Total Other Personnel

Total Salary, Wages and Fringe Benefits (A+B)

### C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment item

Funds Requested (\$)

Additional Equipment:

Add Attachment

Delete Attachment

View Attachment

Total funds requested for all equipment listed in the attached file

Total Equipment

### D. Travel

Funds Requested (\$)

1. Domestic Travel Costs ( Incl. Canada, Mexico and U.S. Possessions)

2. Foreign Travel Costs

Total Travel Cost

### E. Participant/Trainee Support Costs

Funds Requested (\$)

1. Tuition/Fees/Health Insurance

2. Stipends

3. Travel

4. Subsistence

5. Other

Number of Participants/Trainees

Total Participant/Trainee Support Costs

**F. Other Direct Costs**

**Funds Requested (\$)**

1. Materials and Supplies	
2. Publication Costs	
3. Consultant Services	
4. ADP/Computer Services	
5. Subawards/Consortium/Contractual Costs	
6. Equipment or Facility Rental/User Fees	
7. Alterations and Renovations	
8. <input type="text"/>	
9. <input type="text"/>	
10. <input type="text"/>	
<b>Total Other Direct Costs</b>	

**G. Direct Costs**

**Funds Requested (\$)**

**Total Direct Costs (A thru F)**

**H. Indirect Costs**

Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Total Indirect Costs</b>			<input type="text"/>

**Cognizant Federal Agency**  
(Agency Name, POC Name, and POC Phone Number)

**I. Total Direct and Indirect Costs**

**Funds Requested (\$)**

**Total Direct and Indirect Institutional Costs (G + H)**

**J. Fee**

**Funds Requested (\$)**

**K. Total Costs and Fee**

**Funds Requested (\$)**

**Total Costs and Fee (I + J)**

**L. Budget Justification**

(Only attach one file.)

Add Attachment

Delete Attachment

View Attachment

## RESEARCH & RELATED BUDGET - Cumulative Budget

Totals (\$)

<b>Section A, Senior/Key Person</b>		<input style="width: 100%;" type="text"/>
<b>Section B, Other Personnel</b>		<input style="width: 100%;" type="text"/>
Total Number Other Personnel	<input style="width: 100%;" type="text"/>	
<b>Total Salary, Wages and Fringe Benefits (A+B)</b>		<input style="width: 100%;" type="text"/>
<b>Section C, Equipment</b>		<input style="width: 100%;" type="text"/>
<b>Section D, Travel</b>		<input style="width: 100%;" type="text"/>
1. Domestic	<input style="width: 100%;" type="text"/>	
2. Foreign	<input style="width: 100%;" type="text"/>	
<b>Section E, Participant/Trainee Support Costs</b>		<input style="width: 100%;" type="text"/>
1. Tuition/Fees/Health Insurance	<input style="width: 100%;" type="text"/>	
2. Stipends	<input style="width: 100%;" type="text"/>	
3. Travel	<input style="width: 100%;" type="text"/>	
4. Subsistence	<input style="width: 100%;" type="text"/>	
5. Other	<input style="width: 100%;" type="text"/>	
6. Number of Participants/Trainees	<input style="width: 100%;" type="text"/>	
<b>Section F, Other Direct Costs</b>		<input style="width: 100%;" type="text"/>
1. Materials and Supplies	<input style="width: 100%;" type="text"/>	
2. Publication Costs	<input style="width: 100%;" type="text"/>	
3. Consultant Services	<input style="width: 100%;" type="text"/>	
4. ADP/Computer Services	<input style="width: 100%;" type="text"/>	
5. Subawards/Consortium/Contractual Costs	<input style="width: 100%;" type="text"/>	
6. Equipment or Facility Rental/User Fees	<input style="width: 100%;" type="text"/>	
7. Alterations and Renovations	<input style="width: 100%;" type="text"/>	
8. Other 1	<input style="width: 100%;" type="text"/>	
9. Other 2	<input style="width: 100%;" type="text"/>	
10. Other 3	<input style="width: 100%;" type="text"/>	
<b>Section G, Direct Costs (A thru F)</b>		<input style="width: 100%;" type="text"/>
<b>Section H, Indirect Costs</b>		<input style="width: 100%;" type="text"/>
<b>Section I, Total Direct and Indirect Costs (G + H)</b>		<input style="width: 100%;" type="text"/>
<b>Section J, Fee</b>		<input style="width: 100%;" type="text"/>
<b>Section K, Total Costs and Fee (I + J)</b>		<input style="width: 100%;" type="text"/>

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013  
Expiration Date: 02/28/2022

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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**4. Name and Address of Reporting Entity:**  
 Prime     SubAwardee

\* Name

\* Street 1     Street 2

\* City     State     Zip

Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

<b>6. * Federal Department/Agency:</b> <input type="text"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/>
	CFDA Number, if applicable: <input type="text"/>

<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>
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**10. a. Name and Address of Lobbying Registrant:**

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1     Street 2

\* City     State     Zip

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1     Street 2

\* City     State     Zip

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature:

\* Name: Prefix  \* First Name  Middle Name

\* Last Name  Suffix

Title:  Telephone No.:  Date: