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| STATEMENT OF WORK (sow) FOR  |
| TELEMETRY AND GENETIC IDENTITY OF CHINOOK SALMON IN ALASKA |
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|  |
| **Cooperative Agreement Number N62473-20-2-0007, Task Order** |
| **Period of Performance: Upon Award to 15 June 2021** |

Prepared For:

Commander, U.S. Pacific Fleet

Prepared By:

Naval Facilities Engineering Command

November 2019

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# Introduction

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

## Purpose

The U.S. Navy conducts military training and testing in the Pacific Northwest, as well as military training within the Gulf of Alaska (GoA) to prepare combat-ready military forces. A description of these activities can be found in the 2016 GoA Temporary Maritime Activities Study Area (TMAA) Supplementary Environmental Impact Statement (EIS) (DoN 2016) and the Northwest Training and Testing (NWTT) Final EIS (DoN 2015).

Waters in the vicinity of the NWTT and GoA study areas are known to be habitat for various populations of Chinook salmon, of which some Evolutionarily Significant Units (ESUs) are protected under the U.S. Endangered Species Act (ESA). Several ESU’s from the NWTT study area are known to migrate northward to the GoA as juveniles and then return to the NWTT study area as adults; however, these migratory paths are not fully understood. Additionally, the Southern Resident Killer Whale, an endangered marine mammal in the Pacific Northwest, preys primarily upon Chinook salmon and may be targeting specific ESUs. In order to assist in planning for military training, both the National Marine Fisheries Service (NMFS) and the U.S. Navy are seeking information to help understand impacts in Alaska (i.e. fishing harvest) to those specific ESUs.

This project is part of a legal requirement of permits granted to the Navy by the regulatory agency (NMFS) for at-sea readiness training. If this project is not awarded, CPF would be out of compliance with the monitoring requirements of this permit. This could significantly increase the risk of timeline and financial costs incurred for achieving the Record of Decision to renew these permits, and result in potentially delaying mission goals of operational readiness. More knowledge of the population identity and structure, habitat use, migration routes, exposure to fishing pressure/seasons and predation in the waters of the GoA will provide additional information on the overlap of occurrence between these Chinook salmon ESUs and Navy training activities. Therefore, this project will utilize pop-up satellite archival tags (PSATs) to provide critical information on spatial and temporal distribution of salmonids and utilize genetic analysis techniques to identify ESUs to inform salmon management and potentially killer whale management.

## Location

Tagging will occur within the GoA. Sites have been identified based on a) their known potential for a high likelihood of encountering fish that originated primarily from Pacific Northwest rivers, b) with the priority fish being Chinook ESU’s likely to be targets for the South Resident Killer Whale, c) ESA-listed Chinook ESUs from the NWTT study area, and d) Chinook salmon from Alaska rivers (lowest priority). For the Base Period, fieldwork will be conducted at one (1) site; Yakutat. Presence of Chinook salmon at designated locations is dependent upon the time of year. Therefore, tagging fieldwork will occur at Yakutat through March 2020.

# General Information

## Designated Representatives

1. The Cooperative Agreement Administrator (CAA):

Naval Facilities Engineering Command, Southwest (NAVFAC SW)

Attn: Ms. Kellie Wilson, Contract Specialist

1220 Pacific Highway

San Diego, CA 92132-5190

Email: kellie.wilson@navy.mil

Voice: (619) 532 2090

1. The Cooperative Agreement Technical Representative (CATR):

Naval Facilities Engineering Command, Northwest (NAVFAC NW)

Attn: Christopher Hunt, Marine Resources

1101 Tautog Circle

Silverdale, WA 98315-1101

Email: Christopher.e.hunt1@navy.mil

 Voice: (360) 969 2163

Deputy Cooperative Agreement Technical Representative (Deputy CATR)

Naval Facilities Engineering Command, Southwest (NAVFAC SW)

Attn: Jessica Bredvik, Marine Resources

1220 Pacific Highway

San Diego, CA 92132-5190

Email: jessica.bredvik@navy.mil

Voice: (619) 532-4182

1. The U.S. Commander, Pacific Fleet (COMPACFLT) Representative:

U.S. Pacific Fleet, Environmental Readiness Division (N465), NW Detachment

Attn: Andrea Balla-Holden, Marine Resources Program Manager (Code N465ABH)

1101 Tautog Circle

Silverdale, WA 98315-1101

Email: andrea.ballaholden@navy.mil

Voice: (360) 396 0002

The CATR and/or the Deputy CATR (now referred to as CATR) is responsible for ensuring that all work is performed per the requirements and specifications outlined in this Cooperative Agreement (CA), and that the work performed, including all written reports and professional services are of an acceptable technical quality. For this CA, the CATR shall be the first and primary point of contact for the Recipient and COMPACFLT 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 CA. The CATR has no authority to make any changes to this CA, only the CAA may affect any change to this CA.

The Pacific Fleet Representatives are responsible for providing the CAA, via the CATR, the technical requirements for this CA’s Scope of Work (SOW) specifications. The Pacific Fleet Representatives have no authority to make any changes to the CA, only the CAA may affect any change to this CA. The Pacific Fleet Representatives have no authority to direct or change any work identified in this CA.

1. Any change in SOW must be issued to the Recipient, in writing, by the Grants Officer to be binding on the Government. No Government employee has authority to change this CA by oral or written directives, instructions, commitments and/or acceptances or any other manner.
2. The Recipient will designate at time of proposal submission the individual within their organization who is authorized to negotiate with the Cooperative Agreement Administrator. The designation will stipulate the individual’s authority to commit the Recipient.
3. For the purposes of this Agreement, the term Recipient shall mean (*CESU recipient TBD).*

## Period of Performance

|  |  |  |
| --- | --- | --- |
| **Option Item** | **Period of Performance** | **Anticipated Award Date** |
| Base Period  | Date of Award – 15 Jun. 2021 | Fall/Winter 2019  |
| Option Item 1 | 15 Apr. 2020 – 15 Oct. 2021 | Winter/Spring 2020 |
| Option Item 2 | 15 Jun. 2020 – 15 Dec. 2021 | Spring 2020 |
| Option Item 3 | 15 Dec. 2020 – 15 Jun. 2022 | Fall 2020 |
| Option Item 4 | 15 Dec. 2021– 15 Jun. 2023 | Fall 2021 |

The proposed Period of Performance for the Agreement is effective, date of award, through the Period of Performance end date. The end date is the anticipated date that the final report is accepted by the Government. However, the parties may extend the period of the CA by written modification. Total duration of this Agreement, including any Option Items shall not exceed 60 months. The exercise of any Options Items are subject to the availability of funds and may be awarded unilaterally.

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) and CATR.

The Base Period is a non-severable completion-based service that results in a comprehensive deliverable (Task 4 – Analysis and Technical Report).

## Materials Available for Review

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

1. U.S. Navy Annual Marine Species Monitoring Reports for the Pacific available at:
2. <https://www.navymarinespeciesmonitoring.us/reporting/pacific/><http://www.navymarinespeciesmonitoring.us/reading-room/pacific/>
3. Gulf of Alaska (GoA) Environmental Compliance Documents available at:
4. [http://www.goaeis.com](http://www.goaeis.com/)
5. Northwest Training and Testing Environmental Compliance Documents available:
6. <https://www.nwtteis.com/>

# Requirements

## General Requirements

1. The Recipient shall provide all labor, management, supervision, tools, materials, equipment, transportation, meals, and lodging for him/herself and his/her personnel. All Recipient equipment is subject to inspection and approval by the Pacific Fleet Representative and CATR.
2. The Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. All data (raw and associated files), photographs, and equipment > $5000 per unit in value and supplies > $5,000 in aggregate value purchased with Agreement funds (including computer software) shall become the property of the Department of the Navy (DoN) at the end of the Agreement. Equipment is defined as “tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year.” Supplies are defined as “all personal property excluding equipment, intangible property, and debt instruments, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements." (**DoD Grant and Agreement Regulations, DoD 3210.6-R#)**
3. The Recipient shall visit the study/project area as often as necessary and within the time limits stated within this SOW to accomplish the purposes of the Agreement as detailed further in this SOW. It is the Recipient's responsibility to obtain security and/or entrance clearances and camera passes for himself/herself and his/her personnel onto the Installation/Range Complex. The Recipient must comply with all security rules, regulations, requirements, and day‑to‑day operational changes thereto. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Recipient access to study/project sites. While on the Installation/Range Complex, the Recipient shall abide by all applicable rules and regulations issued by the Commanding Officer. The Recipient may be subject to inspections for contraband while on government property.
4. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this Agreement. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, inventory, analysis, quality control, permitting for all survey activities (including, but not limited to tagging and biopsy), and for meeting professional industry standards for tagging, and biopsy of salmonids.
5. It is the responsibility of the Recipient to possess all required state and federal permits for performing work conducted under this Agreement, including but not limited to:
	1. The permit requirements to conduct surveys, tagging, and biopsy activities on the salmon species for this project.
6. Due to the complexity of work, the Recipient shall provide the following key personnel with the following minimum qualifications:
	1. Principal Investigator: The Recipient shall designate one person as responsible for ensuring provisions are in place, project and personnel supervision are adequate, and quality control and meeting of reporting requirements are met on a daily basis. This person shall have, at the minimum:
* Experience in tagging salmonids (Chinook salmon required) in Alaska and knowledge of population structure of Pacific Northwest salmonids including ESA-listed ESUs, with at least six (6) years of previous work or research experience in these activities, as demonstrated by authorship on resulting peer-reviewed publications.
* Access to the use of all applicable permits to perform the activities described in this SOW (including, but not limited to fish tagging, and biopsy collection).
	1. Research Associate: The Recipient shall have, or have immediate access to Research Associate personnel that have, at the minimum:
		+ Experience with small-vessel based field operations for satellite tagging and biopsy collection of salmonids, preferably Chinook salmon, as demonstrated by at least four (4) years of field research experience in these activities, to include pre-activity preparations for tagging and biopsy collection, as well as post-activity tasks such as tissue storage, and telemetry-related tasks. Co-authorship on resulting peer-reviewed publication and reports is preferable.
1. The Recipient shall provide the CAA (via the CATR) the names of persons and copies of their resumes being considered for work under this Agreement. The Recipient shall not replace or substitute any staff member without prior written approval by the CAA. The Recipient shall work closely with the CATR and Pacific Fleet Representatives in planning and carrying out all field activities.
2. All work conducted in support of this Agreement shall comply with all applicable state laws.
3. All work conducted in support of this Agreement shall comply with all applicable federal laws, including but not limited to, the Marine Mammal Protection Act, Endangered Species Act, the Clean Water Act and the Migratory Bird Treaty Act.
4. At no additional cost to the government, the Recipient shall be in possession of all necessary permits from NMFS necessary to conduct the activities stipulated in this Agreement. The Recipient shall follow all the procedures and conditions of the permit.
5. If there is an incident which the Recipient believes may involve “take” of an endangered species or marine mammal not listed on the applicable permits, the Recipient shall follow the procedures in the permit(s) and notify the Pacific Fleet Representative and CATR immediately.
6. All parties involved in this Agreement agree to comply with all U.S. and foreign applicable laws and regulations, pertaining to the provision of safe and respectful workplace and to provide a work environment free of harassment and intimidation for such party’s own employees and third parties.
7. 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.
8. All field notes, field data forms, electronic storage of field data, photographs, etc. collected and produced as part of this Agreement are the property of the DoN. Legible copies of the field notes, data forms and other information shall be provided to the CATR and Pacific Fleet Representatives upon request.
9. The data obtained during this Agreement shall be scientifically defensible and suitable for publication. All methods of data collection and analyses shall be standardized with previous studies conducted by the Recipient for this type of work, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature(s). If changes in analyses make results unfit for comparison with previously collected data under past Agreements, the Recipient shall reanalyze all appropriate data sets for comparison. The CAA shall approve (via the CATR) in advance any changes to previously used experimental designs, methods of data collection and/or analyses, which shall be provided in the Recipient’s required Work Plan.
10. The Recipient shall inform the CATR and Pacific Fleet Representatives via e-mail of any unusual activity observed while conducting surveys in the field (e.g. trespassers or persons in unauthorized areas). Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity.
11. The Recipient shall inform the CATR and Pacific Fleet Representatives via e-mail of any unusual species observed while conducting surveys in the field (e.g. species which are federally listed or are State of Species of Special Concern). Information should include (a) location, (b) date, (c) time and (d) any detailed facts about the sighting.
12. Throughout the term of this Agreement the CATR and the Pacific Fleet Representatives shall be afforded the opportunity by the Recipient to periodically observe the Recipient’s field activities, to review computer or paper files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient’s performance in fulfilling the requirements of this Agreement.
13. The DoN, via the CAA, may request updated data presented on maps, figures and/or tables whenever the DoN’s need to obtain this information is before the next report required under Section 5.0: Submittals and Schedules of this Agreement. The Recipient shall forward the requested data electronically within ten (10) days from the date of request. If the requested data cannot be provided within this time frame, the Recipient shall forward electronically the most updated raw data to the CAA, via the CATR (cc provided to Pacific Fleet Representatives). The DoN understands that facilitating the requested most updated data may reduce the amount of work that would normally be accomplished during the period of time required to complete the request. The Recipient shall document the amount of efforts and its translated cost estimate that would have been incurred by the Recipient to complete the request for updated data. This document shall be electronically forwarded to the CAA (via CATR and cc provided to Pacific Fleet Representatives) to review so that the DoN will have a firm understanding on the amount of work displaced that would have normally been accomplished during the period of time required to complete the request.

## Specific Requirements

The following specific work requirements for this CA are in addition to the requirements set forth above. All work shall be consistent with all pertinent federal, state, and local laws, and regulations. All work shall be coordinated with the CATR and Pacific Fleet Representatives.

Prior to all tag deployments contractor shall file pre-deployment metadata forms online at the Animal Telemetry Network (ATN) Data Assembly Center (DAC) (http://oceanview.pfeg.noaa.gov/ATN) data portal. Proof of submission of the metadata will be submitted to Navy via receipt automatically generated by the ATN DAC, which should indicate when the data are submitted and their status (whether they are in good standing) in the ATN systems. The ATN DAC data will be archived at the National Center for Environmental Information (NCEI). Any future use of this project data in the public domain will be done so in accordance with the ATN data sharing policy.

### BASE TASKS

1. Pop-up Satellite Archival Tagging & Biopsy Collection

Chinook salmon will be captured and tagged in the GoA in 2020. Sites have been identified based on a) their known potential for a high likelihood of encountering fish that originated primarily from Pacific Northwest rivers, b) with the priority fish being Chinook ESU’s likely to be targets for the South Resident Killer Whale, c) ESA-listed Chinook ESUs from the NWTT study area, and d) Chinook from Alaska rivers (lowest priority). For the Base Period, fieldwork will be conducted at one (1) site: Yakutat. Presence of Chinook salmon at designated locations is dependent upon the time of year. Therefore, tagging fieldwork will occur at Yakutat through the end of March 2020.

Twenty (20) PSATs per site will be externally attached to fishes at the designated location. PSATs should have the capacity to record temperature, depth, and ambient light for geolocation. In accordance with the project goals, the recipient will be responsible for programming each individual tag to record data at a pre-designated intervals, and release at a pre-determined date. PSATs should also cause minimal impact on animal health and mobility. The Recipient will be responsible for providing and utilizing adequate methodology for tagging in accordance with project goals and to obtain all necessary permits including the tagging of ESA listed fish populations.

This project seeks to conduct genetic analysis through biopsy collection to identify the potential ESU of the individual fish. In order to determine the genetic stock, a fin clip will be taken from each individual as described in Smith and Huff (2019). It is preferable to identify the ESUs, including those that are listed under the U.S. ESA (<https://www.fisheries.noaa.gov/species/chinook-salmon-protected>). When this is not possible, analysis shall identify samples into the most specific stocks as possible. The Recipient will be responsible for providing adequate methodology for collecting biopsy samples in accordance with project goals.

1. Preliminary Summaries

Preliminary summaries shall be prepared: 1) for all efforts completed from the date of award through 31 December 2019 (if applicable); and 2) for all efforts completed from 1 January 2020 through 31 December 2020 (for the Navy’s annual report to NMFS). If applicable, the 2019 summary shall include a plan for the upcoming 2020 tagging and any mobilization that has been accomplished by 31 December 2019. The 2020 preliminary summary shall include: a summary of project goals with abbreviated description of methods, field dates, tracks of all animals tagged; number of tag transmitting days to date for each tag ID; distance animals travelled to date; demographic information (e.g., sex, age class) for each tagged and/or biopsied animal; stock structure data obtained from biopsies; and overall project status including completed and remaining tasks and an estimate of remaining field effort. This preliminary summary shall include a title page, suggested citation, and executive summary or abstract. If applicable, the 2019 draft summary shall be received no later than 7 January 2020. The 2020 draft summary shall be received no later than 7 January 2021. The final preliminary reports shall incorporate responses to comments provided by the CATR and shall be accompanied with a comment response matrix. The final summaries shall be received no later than 14 days following receipt of Navy comments.

1. Analysis and Technical Support

Analysis of tag data shall utilize appropriate filtering and modeling to result in the extent of the telemetry track, as well as the record of temperature and depth. Analysis shall also include correlations and summaries of the fishes’ telemetry in relation to environmental data such as diel and lunar cycles, as well as bathymetric variables. The habitat use and migratory patterns of the fish shall be analyzed, for example using a kernel density estimate, or Brownian bridge movement model. Indications of mortality shall also be analyzed and categorized, for example various modes of fisheries interactions (bycatch) or predation.

A detailed technical report shall be produced, describing analyses of data collected during the fieldwork of Base Task 1, including tag and biopsy methods. Analysis shall include:

* Time budget spent within specified Navy range boundaries (CATR will provide shape files defining these boundaries).
* Distribution metrics and figures for Chinook salmon, to include patterns in non-residency or non-residency for individuals of these species.
* The identification of ESUs, including those that are listed under the ESA, as well as accompanying relevant genetic data.

The report shall also include figures of tag telemetry tracks and a table summarizing standard tag metrics for all deployed tags (e.g., deployment date/time, length of transmission, tag identification number, etc.)

The draft and final technical report shall be in scientific format and include at least the following: 1) title page showing title, date, Cooperative Agreement number, Pacific Fleet Representative and CATR contact information, the text “funded by U.S. Navy”, the text “Prepared for Commander, U.S. Pacific Fleet under MIPR/Contract # (insert MIPR number here)”, and a suggested citation; 2) table of contents; 3) abstract or executive summary; 4) Introduction; 5) Methods; 6) Results; and 7) Discussion. The final technical report shall incorporate responses to comments provided by the CATR, and be accompanied with a comment response matrix. The draft technical report shall be completed by 2 March 2021. The final technical report shall be received no later than 30 days following receipt of Navy comments.

Data deliverables shall include: 1) vessel survey tracks with environmental conditions, uploaded to Environmental Information Management System (EIMS) per requirements in Attachment B (alternative delivered to the CATR); 2) animal tag data uploaded to ATN per requirements in Section6.0: Data and Publications; 3) field photography collected under this Agreement delivered to CATR on an external hard drive.

1. Presentation at program review meeting

One representative from the science team performing tasks 1, 2, 3, and 4 shall provide an oral talk with slide presentation on the tasks and results of this CA at the Navy Marine Species Monitoring Program Review meeting. This meeting will occur at a date and location to be announced. This date is likely to be in the spring of 2020 (March – June). The representative shall attend all days of this three-day meeting. Location will be at a major city near an airport on the U.S. West Coast (San Diego or Seattle). No later than one month after the final day of this meeting, a version of this slide presentation shall be delivered to the CATR suitable for public release. The title page of the presentation shall include: a) the text “Funded by U.S. Navy” on the title page; and b) the text “Prepared for Commander, U.S. Pacific Fleet under MIPR/Contract # (insert MIPR number here)”.

### OPTIONAL TASKS

* OPTION ITEM 1: Upon award of Option Item 1, the Period of Performance will be eighteen (18) months (15 April 2020 – 15 October 2021).

1. **New Site Location.** Under Option Item 1, one (1) new tagging location will be identified (Chignik).

**Fieldwork (July – September 2020 in Chignik), preliminary assessment, data analysis and technical report, and presentation.** Tasks described in Base Tasks 1, 2, 3, and 4, shall be performed; however, with slight alterations (e.g., dates) as a result of the different site location (Chignik). The analysis, summaries, and technical report shall incorporate data collected during this entire CA.

* OPTION ITEM 2: Upon award of Option Item 2, the Period of Performance will be eighteen (18) months (15 June 2020 – 15 December 2021).
1. **New Site Location.** Under Option Item 2, one (1) new tagging location will be identified (Kodiak).
2. **Fieldwork (October – December 2020 in Kodiak), preliminary assessment, data analysis and technical report, and presentation.** Tasks described in Base Tasks 1, 2, 3, and 4, shall be performed; however, with slight alterations (e.g., dates) as a result of the different site location (Kodiak). The analysis, summaries, and technical report shall incorporate data collected during this entire CA.
* OPTION ITEM 3: Upon award of Option Item 3, the Period of Performance will be eighteen (18) months (15 December 2020 – 15 June 2022).
	1. **New Site Location.** Under Option Item 3, one (1) new tagging location will be identified (Sitka).
	2. **Fieldwork (April - June 2021 in Sitka), preliminary assessment, data analysis and technical report, and presentation.** Tasks described in Base Tasks 1, 2, 3, and 4, shall be performed; however, with slight alterations (e.g., dates) as a result of the new site location (Sitka). The analysis and technical report shall incorporate data collected during this entire CA.
* OPTION ITEM 4: Upon award of Option Item 4, the Period of Performance will be eighteen (18) months (15 December 2021 – 15 June 2023).
1. New Site Location. Under Option Item 4, one (1) new tagging location will be identified (Ketchikan).
2. Fieldwork (April - June 2022 in Ketchikan), preliminary assessment, data analysis and technical report, and presentation. Tasks described in Base Tasks 1, 2, 3, and 4 shall be performed; however, with slight alterations (e.g., dates) as a result of the different site location (Ketchikan). Base Task 1 will be altered as a result of the new site location (Ketchikan). The analysis, summaries, and technical report shall incorporate data collected during this entire CA.

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

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

# Meetings & Coordination

The Recipient or his/her designee will attend (via telephone) a kick-off meeting with the CATR, Pacific Fleet Representatives, and/or other necessary parties to ensure coordination of activities. The CATR shall arrange the meeting.

The Recipient shall be available on an intermittent basis throughout the Agreement period for consultation with the CATR and Pacific Fleet Representatives on matters related to this CA.

# Submittals & Schedules

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

|  |  |  |
| --- | --- | --- |
| **Event/Deliverable** | **Due Date** | **Format** |
| **Meetings and Coordination (BASE PERIOD)** |
| 1. Kick-off meeting
 | Within 1 week of Date of Award  | - |
| 1. Program review meeting presentation
 | TBA, no later than 30 Jun. 2020 |  |
| **BASE PERIOD** |
| 1. Begin preparation for mobilization
 | Date of Award  | - |
| 1. Fieldwork
 | Jan.- Mar. 2020 (Yakutat) | - |
| 1. Draft Preliminary Summaries
 | 2019 Summary: 7 Jan. 2020 (If Applicable)2020 Summary: 7 Jan. 2021 | Electronic (email)(MS Word) |
| 1. Final Preliminary Summaries
 | No later than 14 days after receipt of Navy comments | Electronic (email)(MS Word) |
| 1. Draft Technical Report
 | 2 Mar. 2021 | Electronic (email)(MS Word) |
| 1. Final Technical Report
 | No later than 30 days after receipt of Navy comments | Electronic (email)(MS Word) |
| 1. Data Deliverables
 | 15 Jun. 2021 | Electronic (survey to EIMS; tag data to ATN); External hard drive (photographs) |
| **OPTION ITEM 1** |
| 1. Begin preparation for mobilization
 | 19 Apr. 2020 |  |
| 1. Kickoff call
 | Within 1 Week of Date of Award |  |
| 1. Fieldwork
 | Jul.- Sept. 2020 (Chignik) |  |
| 1. Draft Preliminary Summary (all tags deployed to date)
 | 7 Jan. 2021  | Electronic (email)(MS Word) |
| 1. Final Preliminary Summary
 | No later than 14 days after receipt of Navy comments | Electronic (email)(MS Word) |
| 1. Draft Technical Report to Navy
 | 2 Aug. 2021 | Electronic (email)(MS Word) |
| 1. Final Technical Report
 | No later than 30 days after receipt of Navy comments | Electronic (email)(MS Word) |
| 1. Program review meeting
 | TBA, no later than 30 Jun. 2021 |  |
| 1. Data Deliverables
 | 15 Oct. 2021 | Electronic (survey data to EIMS; tag data to ATN; External hard drive (photographs) |
| **OPTION ITEM 2** |
| 1. Begin preparation for mobilization
 | 19 Jun. 2020 |  |
| 1. Kickoff call
 | Within 1 Week of Date of Award |  |
| 1. Fieldwork
 | Oct.-Dec. 2020 (Kodiak) |  |
| 1. Draft Preliminary Summary (all tags deployed to date)
 | 7 Jan. 2021 |  |
| 1. Final Preliminary Summary
 | No later than 14 days after receipt of Navy comments |  |
| 1. Draft Technical Report to Navy
 | 2 Oct. 2021 |  |
| 1. Final Technical Report
 | No later than 30 days after receipt of Navy comments |  |
| 1. Program review meeting
 | TBA, no later than 30 Jun 2021 (would be included with Option Item 1) |  |
| 1. Data Deliverables
 | 15 Dec. 2021 |  |
| **OPTION ITEM 3** |
| 1. Begin preparation for mobilization
 | 19 Dec. 2020 |  |
| 1. Kickoff call
 | Within 1 week of Date of Award | - |
| 1. Fieldwork
 | Apr.- Jun. 2021 (Sitka) | - |
| 1. Draft Preliminary Summary (all tags deployed to date)
 | 7 Jan. 2022 | Electronic (email)(MS Word) |
| 1. Final Preliminary Summary
 | No later than 14 days after receipt of Navy comments | Electronic (email)(MS Word) |
| 1. Draft Technical Report to Navy
 | 2 Apr. 2022 | Electronic (email)(MS Word) |
| 1. Final Technical Report to Navy
 | No later than 30 days after receipt of Navy comments | Electronic (email)(MS Word) |
| 1. Program review meeting presentation
 | TBA, no later than 30 Jun. 2022  |  |
| 1. Data Deliverables
 | 15 Jun. 2022 | Electronic (survey data to EIMS; tag data to ATN; External hard drive (photographs) |
| **OPTION ITEM 4** |
| 1. Begin preparation for mobilization
 | 19 Dec. 2021 |  |
| 1. Kickoff call
 | Within 1 week of Date of Award | **-** |
| 1. Fieldwork
 | Apr.- Jun. 2022 (Ketchikan) | **-** |
| 1. Draft Preliminary Summary (all tags deployed to date)
 | 7 Jan. 2023 | Electronic (email)(MS Word) |
| 1. Final Preliminary Summary
 | No later than 14 days after receipt of Navy comments | Electronic (email)(MS Word) |
| 1. Draft Technical Report to Navy
 | 2 Apr. 2023 | Electronic (email)(MS Word) |
| 1. Final Technical Report to Navy
 | No later than 30 days after receipt of Navy comments | Electronic (email)(MS Word) |
| 1. Program review meeting presentation
 | TBA, no later than 20 Jun. 2023 |  |
| 1. Data deliverables
 | 15 Jun. 2023 | Electronic (visual survey to EIMS; tag data to ATN); External hard drive (photographs) |

1. Submittals
	1. **Permits.** A copy of all permits required for the work described in this Agreement shall be provided at the kick-off meeting (if not already submitted).
	2. **Draft and Preliminary Summary Report.** Preliminary summaries shall be prepared. The preliminary summary is not a full report, but a summary/progress report that can be referenced by the Navy in the Navy’s Pacific Annual Monitoring Report to the National Marine Fisheries Service due the following April. Report contents are described in detail in Base Task #3 in Section 3.2.1: Base Tasks.
	3. **Draft and Final Technical Report.** The draft and final technical report shall include a summary of all work in the task period. Data deliverables are an essential part of the deliverables. Contents of the technical report and data deliverables are described in detail in Base Task #4 in Section 3.2.1: Basic Tasks.
2. Deliverable Specifics
	1. Due to reporting timelines mandated by Navy permits, the draft and final preliminary summary follows a 2 week Government review and 2 week Recipient finalization (comment incorporation) schedule. This is shorter than the schedule allowed between the draft and final reports. The Government will have 30 calendar days from receipt of the draft report(s) to review and return comments to the Recipient. All final reports shall be submitted by the Recipient within 30 days of receipt of Government comment. If necessary the Government will have a 30 day review period from receipt of final reports (with comments incorporated) for Government review of documents to ensure comments were adequately addressed. If review and acceptance by Government is not completed within the 30 day review period of the final report, constructive acceptance will be deemed to have occurred and the deliverable considered final. If Option Item 1 task 1 is awarded, the preliminary report contents of Option Item 1 may be combined with the final report for the Base Period. If Option Item 2 task 2 is awarded, the preliminary report contents of Option Item 2 may be combined with the final report for Option Item 1, and so on. Only the CAA has the authority to make changes to the 30 calendar day review period.
	2. The Recipient shall provide all required draft reports as electronic files, either as email attachments, sent to the CATR on CD, or downloadable via FTP site. The Recipient shall provide an external hard drive containing the photographs, report, and a duplicate copy of data deliverables.
	3. Data format and standards for visual survey and environmental data should follow guidelines established in Attachment B. The recipient will coordinate with the CATR to upload these data to the Environmental Information Management System (EIMS).
	4. Any resulting publically available information (peer-reviewed publication, conference/workshop presentation, etc.) shall be provided to the Navy as a .pdf of the final document at no additional cost.
	5. The Department of Defense (DoD) have been directed to provide an approach to support increased public access to peer reviewed scholarly publications and digitally formatted scientific data arising from unclassified publicly releasable research and programs funded wholly or in part by the DoD, as directed by Office of Science and Technology Policy (OSTP) Memorandum: “Increasing Access to the Results of Federally Funded Scientific Research” PARR), dated 22 February 2013 and the ‘DoD Plan to Establish Public Access to the Results of Federally Funded Research’ dated February 2015. By providing greater public access to DoD funded research, the Department seeks to encourage and accelerate scientific breakthroughs and innovation of potential interest to DoD in carrying out its mission. A robust industrial base and commercialization of DoD technologies will also benefit entrepreneurship, and enhance economic growth and job creation.
		1. Scientific quality animal tracking data are of high value to the federal ocean science community, and Navy requires appropriate data from its research efforts to be curated and made publicly accessible using the ATN that is part of the Integrated Ocean Observing System of the United States (US-IOOS). The ATN is the authoritative data service for animal telemetry data of the Integrated Ocean Observing System of the United States subsystem for Data Management and Communications (US-IOOS-DMAC), which is implemented in partnership with the Global Ocean Observing System’s Ocean Tracking Network International Data Management Committee (GOOS-OTN-IDMC). This is to meet Navy’s obligations to provide public access to scientific research results, enhance the integrity of Navy’s scientific findings, maximize the benefits of its research contributions to the broader scientific community, and support a shared data infrastructure for Biological Ocean observing that is part of Navy’s cumulative effects assessment and long-term monitoring goals. The ATN provides quality assurance that the best available scientific dataset has been adequately captured from this study and documented for scientific reuse. The ATN also satisfies Navy’s requirements for archiving data, as the National Centers for Environmental Information is the permanent repository for ATN data. Navy has a service agreement with the ATN Data Assembly Center (DAC) so that the Principal Investigators (PIs) of Navy-funded studies may draw upon the ATN data services without incurring any fees, as long as the PIs prepare the data in accordance with predefined ATN standards. If standards are not available extramural researchers will have the option to format their data according to the developing IOOS ATN DAC standards and conventions. PIs can opt for additional services provided by any of the other publically accessible websites that accept tagging data (MoveBank, OTN, TurtleWatch, etc.) and may incur incremental cost, but PIs are prohibited from invoicing any additional expenses for comparable services for animal telemetry data archiving outside of the ATN.
		2. All animal tracking data will be made publically accessible within 18 months after the end of this Agreement Period of Performance. Platform transmitter terminal (PTT) numbers assigned to individual satellite tags and submitted in per-deployment forms will enable track data to be viewed in real-time online at the ATN web portal in real-time.
		3. Acoustic and other archival tag data will be submitted to the ATN web portal at a minimum of every six months during the life of a project. Some acoustic data can be transmitted in real-time and displayed on the ATN data portal. The successful annual submission of complete tag data will ensure timely incremental funding of multi-year projects.
		4. The Recipient will be entitled to require that access to the data that is uploaded to ATN DAC be initially restricted (i.e. password protected) to only individuals who are approved by that contractor at their sole discretion. These data are referred to as ‘restricted data’, and can remain restricted for a period of 18 months after the end of this CTO Period of Performance. Restricted track and detection data for satellite, archival and acoustic will be plotted on the DAC web portal when submitted to the ATN DAC but will not be downloadable to individuals not approved by the Recipient.
	6. Submittal/Deliverable Standards: All submittals/deliverables are expected to be of the highest professional quality and will be rejected if any of the following exists:
		1. there are typographical errors, spelling, or grammar mistakes;
		2. results and discussion are not tied directly to the Purpose described in Section 1.2.
		3. the document is not organized in a manner that flows well
		4. the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species
		5. the appropriate style guide is not adhered to (in most cases this is the JWM or CSE)
		6. the document is not fully formatted (e.g. functional table of content links, consistent fonts/styles throughout document, accurate page numbers, accurate and complete stand-alone appendices [if applicable], accurate and functional figure titles, table titles, section headers, and table of contents need to be complete and accurate)
		7. abbreviations and acronyms are not consistent throughout each submitted document; references/literature not cited fully cross-checked between what is in the document vs. what is presented in the references section; data in tables shall be checked for consistency if information is repeated throughout the document or referenced in other documents, figure titles shall be checked against what is presented in the figures; appendices/figures shall be for the current project and not a copy/paste from another project, prior to submittal for client review
	7. The draft report shall be a complete document that has been proofread for spelling and grammatical errors and contains all text, figures, graphics, photographs and tables provided for review.
	8. **Data.** All raw data, data sheets and electronic databases (including GIS data) shall be submitted with the final technical report via external hard drive
	9. **Maps**
		1. All maps created for this Agreement shall be incorporated in the draft and final reports. All maps shall be printed on 8.5 by 11-inch paper or 11 by 17-inch paper folded to match the size of the report(s).
		2. All maps shall be printed at an acceptable scale using a State Plane projection, Zone 0405, North American Datum 1983 or USGS. Electronic copies of all maps shall also be provided.
		3. All maps created for this Agreement shall contain the following information: (a) title, (b) scale bar, (c) legend, (d) date, (e) north arrow and (f) notation identifying who prepared the map.
	10. **Photographs**
		1. The Recipient will document and record pertinent aspects of the work using color digital imagery. The Recipient will provide camera and all necessary equipment. Photographs of activities documented shall be included via a deliverable of external hard drive. All photographs shall become DoN property. All original photographs shall be appropriately labeled with information to include: date, location (specific place and installation), subject/activity, activity documented, permit number, identification of any place in the picture; and photographer.

# Data and Publication

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

The Federal Government has the right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The DoN acknowledges and agrees that the Recipient’s fundamental consideration in performing the research under this Agreement shall be Recipient’s right to publish the results of such research for academic and scientific purposes. The Recipient shall submit, for review and comment, any proposed professional, scientific or non-scientific report, paper or note published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this Agreement to the DoN thirty (30) days prior to the submission of the work mentioned above.

1. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: “This research was funded by the U.S., Commander Pacific Fleet.”
2. Any publications resulting from this work shall be provided at no cost to the Department of the Navy in quantities jointly determined by the Department of the Navy representative and the Recipient at the time of publication.
3. The Recipient shall be responsible for ensuring all personnel participating in activities under this Agreement have read and acknowledged the “Data and Publication” provisions of this Agreement.

# Release of Information

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

# Safety

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

• Soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)

• Work on, in, or near bodies of water where there a danger from drowning

• Use of heavy equipment, e.g. backhoes, excavators, bulldozers, etc.

• Excavation, backfilling, and compaction

• Use of man lifts, ladders, and other climbing apparatus

• Use of weight handing equipment, e.g. crane, forklifts, and hoists

• Well drilling and/or well pump repair or replacement

• Construction, demolition, or repair of site improvements

• Work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

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

NOTE: AHA is an attachment required by the APP. SSHP is also an attachment required by the APP if a project includes potential exposure to HTRW. Government PM should verify with the NAVFAC EV Safety Office prior to directing the recipient to prepare a SSHP.

The APP, SSHP and AHA will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the DoN. The Recipient shall certify to CATR that the final APP, SSHP and AHA have been reviewed with each Recipient employee working on this CA 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 CA. The SSHO is required to have completed the 10-hour OSHA Safety Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (February 2012) change 2, 08/13. The recipient will provide a Monthly Exposure Report (MER) and will attach this report to the quarterly (or other specified interval) billing request. The CATR will submit a copy of the MER to the NAVFAC EV Safety Office.

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

# Hold Harmless

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

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

# Insurance

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

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

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

3. The Recipient at its sole cost and expense, may insure its activities in connection with this CA by maintaining a program of self-insurance that complies with the requirements of this Section 10, including coverages specified in Attachment A hereof. Recipient shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment A to this CA. (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 CA shall be in effect, the Recipient shall require its contractors or agents or any contractor performing work at the Recipient’s or agent’s request on the affected Government Premises to carry and maintain the insurance required below:

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

5. The Recipient and any of its contractors or agents shall deliver or cause to be delivered promptly to the CAA, a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this CA 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 10, the Recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this Section 10, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Recipient for such loss or damage under this Section 10, the Recipient shall effect such repair, rebuilding, or replacement if required so to do by the Government, and such excess of cost shall be reimbursed to the Recipient by the Government. In the event the Recipient shall have effected any repair, rebuilding, or replacement which the Recipient is required to effect pursuant to this Section 10, the Government shall direct payment to the Recipient of so much of the proceeds of any insurance carried by the Recipient and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Recipient to effect such repair, rebuilding or replacement. In event the Recipient shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Recipient, the Recipient shall promptly refund to the Government the amount of such proceeds.

# Payments

1. Partial payments equal to the amount of work accomplished may be made monthly during the field work portion; after submittal of the draft reports; and after receipt of the final reports.
2. The final payment of 15 percent of the CA overall value shall be paid when the final report and all other submittals listed in Section 5 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 C WAWF Instructions for instructions on payment procedures.

# Executive Compensation and First-Tier Subcontract Reporting

Section 2(d) 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:

1. Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor’s parent company, if the subcontractor has one.
2. Name of the subcontractor.
3. Amount of the subcontract award.
4. Date of the subcontract award.
5. 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.
6. Subcontract number (the subcontract number assigned by the Contractor).
7. Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
8. Subcontractor’s primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
9. The prime contract number, and order number if applicable.
10. Awarding agency name and code.
11. Funding agency name and code.
12. Government contracting office code.
13. Treasury account symbol (TAS) as reported in FPDS.
14. 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 –

* 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
* $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.fsrs.gov>, if

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

* 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
* $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.

# References

DoN (Department of the Navy). 2016. Gulf of Alaska Navy Training Activities Supplemental Environmental Impact Statement/Overseas Environmental Impact Statement. Naval Facilities Engineering Command, Northwest/EV21.AB, Silverdale, Washington. July 2016

DoN (Department of the Navy). 2015. Northwest Training and Testing Activities Final Environmental Impact Statement/Overseas Environmental Impact Statement. Naval Facilities Engineering Command, Northwest/EV21.KK, Silverdale, Washington. October 2015.

NOAA (National Oceanic and Atmospheric Administration) Fisheries. 2019. Chinook Salmon – Protected. <https://www.fisheries.noaa.gov/species/chinook-salmon-protected>

Smith, J. M. and D. D. Huff. 2019. Characterizing the distribution of ESA listed salmonids in the Northwest Training and Testing Area with Acoustic and Pop-up Satellite tags. 2019. Prepared by NOAA Northwest Fisheries Science Center under MIPR N00070-08-MP-4C592 to Commander, U.S. Pacific Fleet. 9 pp. January.

# Attachment A

**SELF-INSURANCE REQUIREMENTS FORM**

**INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO RECIPENT 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, CAshall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self-insurance program."

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

d. "This insurance certificate is for use of facilities at NAVFAC under this Cooperative Agreement, No. N62742-19-0023”

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

**NON SELF-INSURED REQUIREMENTS FORM**

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

**1. PUBLIC LIABILITY AND PROPERTY DAMAGE**

a. Required minimum amounts of insurance listed below:

 $ N/A Fire and Extended Coverage

 $ 1,000,000 Third Party Property Damage

 $ 1,000,000 Third Party Personal Injury Per Person

 $ 1,000,000 Third Party Personal Injury Per Accident

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

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

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

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

d. "This insurance certificate is for use of facilities at NAVFAC under this Cooperative Agreement, No. N62742-19-0023.”

e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the Government, shall be payable to Recipient, and proceeds not paid to Recipient shall be payable to the Treasurer of the United States of America.”

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

# Attachment B

**Electronic Data Deliverable Specifications**

**A-1 REFERENCES**

a) Environmental Information Management System (EIMS) Homepage.

<https://eims3.sscno.nmci.navy.mil/>

b) Environmental Information Management System (EIMS) User Manual.

<https://eims3.sscno.nmci.navy.mil/eimshelp>

c) Spatial Data Standards for Facilities, Infrastructure and Environment (SDSFIE) v3.1, Defense Installations Spatial Data Infrastructure (DISDI) Group.

<http://www.sdsfieonline.org/PublicPages/Branches/Navy.aspx>

d) US Navy Marine Species Monitoring Program Data Management Plan

e) US Navy Marine Species Monitoring Program Data Use Agreement

f) North American Profile (NAP) of ISO 19115: 2003, Geographic Information – Metadata. <http://www.fgdc.gov/nap/metadata>

g) Geospatial Positioning Accuracy Standards, Part 4: Architecture, Engineering, Construction, and Facilities Management (FGDC-STD-007.4-2002), Federal Geographic Data Committee (FGDC), 2002.

<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part4>

h) Geospatial Positioning Accuracy Standards, Part 1: Reporting Methodology (FGDC-STD-007.1-1998), FGDC, 1998.

<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part1/index_html>

i) Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (FGDC-STD-007.3-1998), FGDC, 1998.

j) Contributing Data to OBIS-SEAMAP. <http://seamap.env.duke.edu/about/provider_faq>

**A-2 GENERAL SPECIFICATIONS**

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

a) **EIMS Access:** Request an EIMS account for access to necessary capabilities, geospatial data, reports, or other pertinent information. The contractor’s technical consultant shall coordinate with the project’s Contracting Officer’s Representative (COR) prior to and during the establishment of EIMS accounts to ensure appropriate contract personnel receive system access. Reference (a) provides information on requesting access to EIMS.

b) **Project Setup:** Establish appropriate project folders on EIMS to facilitate document and map production among project members as well as transfer of final data deliverables and associated map documents. Reference (b) provides information on setting up projects in EIMS.

c) **Document Commenting:** The EIMS Document Commenting tool may be used to collect, manage, and sort comments for draft and final deliverables. Reference (b) provides information on Document Commenting in EIMS.

d) **Geospatial Data Production and Management:** Upload all map documents (.mxd and .jpeg) and geospatial data for the project to the established ‘GIS Project’ folder. A schedule for uploading draft and final geospatial products to EIMS will be determined during the project kick-off meeting. Refer to Sections A-3 and A-4 for specific geospatial data requirements.

e) **Government Review:** Retain all draft, pre-final, and final versions of the raw and finished format digital data and documents in the Document Project and GIS Project folders for Government review and approval. Contractors shall have technical consultants available to assist the Government with any digital data discrepancies. The data will be analyzed for subject content and system compatibility. Edits due to comments on data shall be incorporated by the contractor prior to approval of the final deliverable.

f) **Final Deliverables:** Data and documents destined for publication in EIMS must be uploaded to the established EIMS folders. Visual survey data should also be provided to OBIS-SEAMAP.

i. Upload all final map documents (.mxd and .jpeg) and GIS data with metadata to the established GIS Project folder on EIMS. Refer to Sections A-3 and A-4 for specific geospatial data requirements.

ii. Submit all source survey data the Ocean Biogeographic Information System Spatial Ecological Analysis of Megavertebrate Populations (OBIS-SEAMAP). Data sets should be designated for the Navy’s partner contribution page (<http://seamap.env.duke.edu/partner/NAVY>) and attributed to the original collector with acknowledgement of appropriate the U.S. Navy Command(s) as the funding source. Reference (j) provides information on submitting data to OBIS-SEAMAP.

g) **Project Close-Out:** At project completion, clean up non-essential data, working drafts (non-deliverables), reference documents, etc. from project folders within EIMS or delete as directed by the COR.

h) **Deliverables and Use:** All digital files prepared for this contract, including source data acquired, source code generated and/or used, and related materials shall be delivered to the COR in digital form upon completion of the contract period. The Navy shall have unlimited rights to use all data and deliverables collected or produced under this contract for the purposes of regulatory compliance, environmental planning, public outreach, and/or other needs to support navy’s mission. Distribution and publication of any data generated as a result of this contract shall be in accordance with reference (e) (US Navy Marine Species Monitoring Program Data Use Agreement).

**A-3 GEOSPATIAL DATA REQUIREMENTS**

**A-3.1 Data Standards**

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

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

a) precise geographic coordinates in decimal degree format with four decimal precision;

b) units of nautical miles (nm) for expansive marine areas and statute miles (mi) for expansive land areas;

c) reference the GRS 1980 spheroid and the North American Datum 1983 (WGS-84); and

d) contain a projection file, if appropriate, based on format.

**A-3.2 Metadata Standards**

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

The contractor shall ensure that metadata is provided for all geospatial data delivered, including data furnished by the Government, a third party, or generated as a result of this project, and is compliant with reference (f). All metadata shall be in XML format. The contractor shall reference the North American Profile of ISO 19115 2003 metadata style sheet in ArcCatalog when populating Service-level and Feature Class-level metadata. The contractor is required to supply metadata for all fields within this style sheet.

**A-3.3 Mapping Guidelines**

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

**A-3.4 GPS Surveys**

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

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

**A-3.5 Data Integrity**

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

a) no erroneous overshoots, undershoots, dangles or intersections in the line work;

b) point and line features shall be snapped together where appropriate to support networks, e.g. do not break linear features for labeling or other aesthetic purposes;

c) lines should be continuous and point features should be digitized as points;

d) no sliver polygons;

e) digital representation of the common boundaries for all graphic features must be coincident, regardless of feature layer; and

f) attribute information and labeling must be consistent throughout a GIS project.

**A-4 USE OF AUTHORITATIVE GEOSPATIAL DATA and EIMS**

**A-4.1 Navy Maintained Geospatial Data**

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

a) Boundaries of air, land, and sea training and testing areas

b) Special use airspace (SUAS)

c) Study area boundaries

d) Installation boundaries and features

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

**A-4.2 Electronic Data Use and Project Management on EIMS**

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

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

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

# Attachment C

**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: #**N62743-TBA**

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\*

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Field Name in WAWF Data to be entered in WAWF

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Pay Official DoDAAC **N68732**

Issue By DoDAAC **N62473/ECOMP**

Admin DoDAAC **N62473/ECOMP**

Inspect By DoDAAC **N62473/ECOMP**

Ship To Code **N/A**

Ship From Code **N/A**

Mark For Code **N/A**

Service Approver (DoDAAC) **N/A**

Service Acceptor (DoDAAC) **N62473/ECOMP**

Accept at Other DoDAAC **N/A**

LPO DoDAAC **N62473/ECOMP**

DCAA Auditor DoDAAC **N/A**

Other DoDAAC(s) **N/A**

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(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.

Christopher.e.hunt1@navy mil; jessica.bredvik@navy.mil; Brittany.bartlett@navy.mil(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**NOT APPLICABLE**

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

(End of clause)

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

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