

STATEMENT OF WORK

N40192-25-2-8011

EX-SITU CONSERVATION OF *CYCAS MICRONESICA* SOURCED FROM DOD
LANDS, JOINT REGION MARIANAS AREA OF RESPONSIBILITY

January 15, 2025

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A. INTRODUCTION

The legislative purposes of the Sikes Act (P.L. 86-797, as amended, 16 USC§ 670), include the requirement that the Secretary of each military department manage the natural resources of each military installation under their jurisdiction "so as to provide multipurpose uses of those resources." Compliance with this legal mandate for stewardship of natural resources can be truly accomplished only through a multi-disciplinary approach in assembling the natural resources professionals and projects essential to the well-being of the natural resources and support of the military mission.

Cycas micronesica, or the Micronesian cycad (Chamorro name: Fadang), is an endemic plant found on the islands of Guam, Rota, Palau and Yap. It was the dominant plant and the most abundant 'tree' in Guam's forests in 2000. The invasion of the cycad aulacaspis scale (CAS) *Aulacaspis yasumatsui* in 2003 and the butterfly *Luthrodes pandava* (formerly known as *Chilades pandava*) in 2005 initiated an epidemic mortality of plant populations such that *C. micronesica* was Red-listed by the International Union for Conservation of Nature as endangered in 2006 and listed as threatened under the United States (US) Endangered Species Act by the US Fish & Wildlife Service (USFWS) in 2015.

Anticipating potential extirpation of the species on Guam, in 2005 ~1,000 plants were propagated and outplanted on the Tinian Military Lease Area (MLA) to provide an assurance population secure from the CAS threat. Germplasm was sourced from many populations across Guam to conserve the full range of genetic diversity. Unfortunately, in 2019, CAS was discovered within the Tinian MLA cycad population. Treatment of infected plants began, but due to travel restrictions during the COVID-19 pandemic and other management challenges, mortality on Tinian MLA was similar to that experienced on Guam. The population trend has stabilized but fewer than 200 cycads remain on Tinian MLA. The range and importance of genetic diversity conserved in remaining Tinian cycads is unknown.

Currently, major *in-situ* threats to *C. micronesica* survival include:

1. Chronic herbivory by CAS and the butterfly *Luthrodes pandava* (formerly known as *Chilades pandava*).
2. Loss of resistance to typhoon stress due to long-term scale infestation on individual plants.
3. Added damage by the leafminer *Erechthias* sp. and the stem borer *Dihammus marianarum*.
4. Secondary damage to trees, seedlings, and seeds on the forest floor by feral pigs and Philippine deer.
5. Loss of seed production due to long-term effects of CAS pressure.
6. Lack of recruitment and complete loss of seedlings and juvenile plants from the population.
7. Competition by exotic/invasive plant species.

Despite these threats, *C. micronesica* has persisted on Guam and is still relatively common on DoD lands, resulting in conflicts with military mission goals. Currently available management tools such as outplanting, transplanting, and weed/pest control are costly and do not improve the long-term status of *in-situ* populations on Guam DoD lands in the face

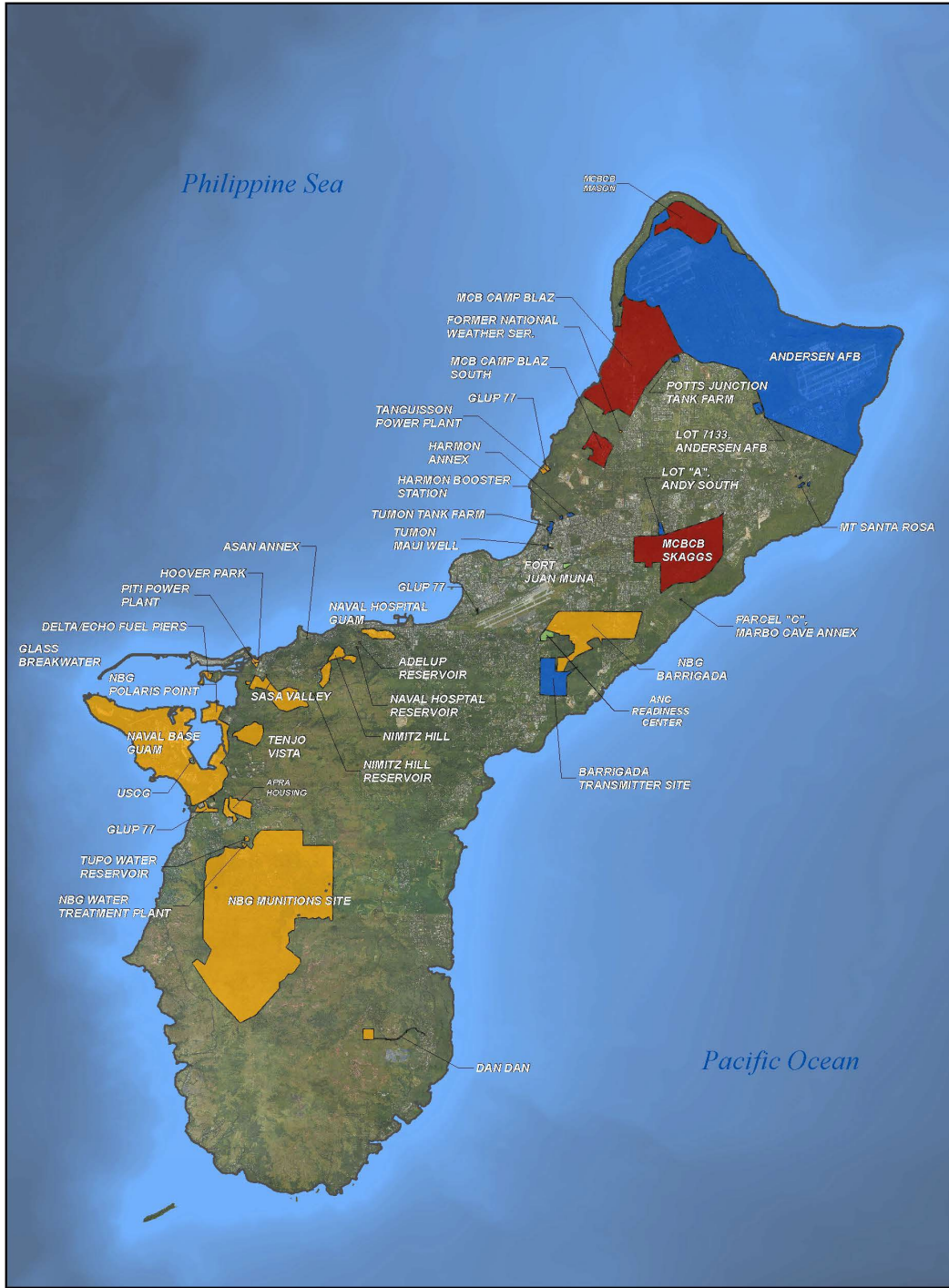
of the ongoing CAS threat. To reduce conflicts with the military mission, a long-term conservation strategy to address species recovery is urgently needed. This strategy includes developing and implementing biocontrol tools for mitigating the CAS threat. While resource partners are working to develop an effective CAS biocontrol program, it will be many years before benefits to *in-situ* Guam cycad populations are realized. Meanwhile, cycad mortality without recruitment into Guam populations continues to erode species genetic diversity, putting the long-term survival and recovery potential of the species at risk. An *ex-situ* conservation strategy is needed to conserve genetic diversity that can be reintroduced to Guam once effective CAS biocontrol is achieved.

B. PURPOSE

This project aims to establish a long-term *ex-situ* conservation program for *Cycas micronesica* by collaborating with botanical gardens and research institutions to professionally manage assurance populations of *C. micronesica*. The Recipient will recruit, advise, and coordinate with botanical gardens and other partners to propagate and sustain *C. micronesica* assurance populations using managed crosses to maximize conservation of genetic diversity.

C. LOCATION

The location for the performance of this Agreement is DoD lands within the Joint Region Marianas Area of Responsibility (Figures 1 and 2).



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MAP DATE 3/14/2022	<p style="font-size: x-small; text-align: center;"> MCB CAMP BLAZ PUBLIC WORKS DEPARTMENT ASSET MANAGEMENT CONTACT: (671) 862-7267 </p>		
MAP PROJECTION & SCALE DATUM: WGS 1984 PROJECTION: UTM ZONE 55N 1 INCH = 13,226.05 FEET 0 6,000 12,000		<small> THIS MAP IS THE PROPERTY OF THE U.S. DEPARTMENT OF DEFENSE AND IS LOANED TO YOU. IT IS TO BE USED ONLY FOR THE PURPOSES AUTHORIZED BY THE ISSUING AGENCY. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE U.S. DEPARTMENT OF DEFENSE. </small>	

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Figure 1. Locations of DoD Lands in Guam within the Joint Region Marianas Area of Responsibility.

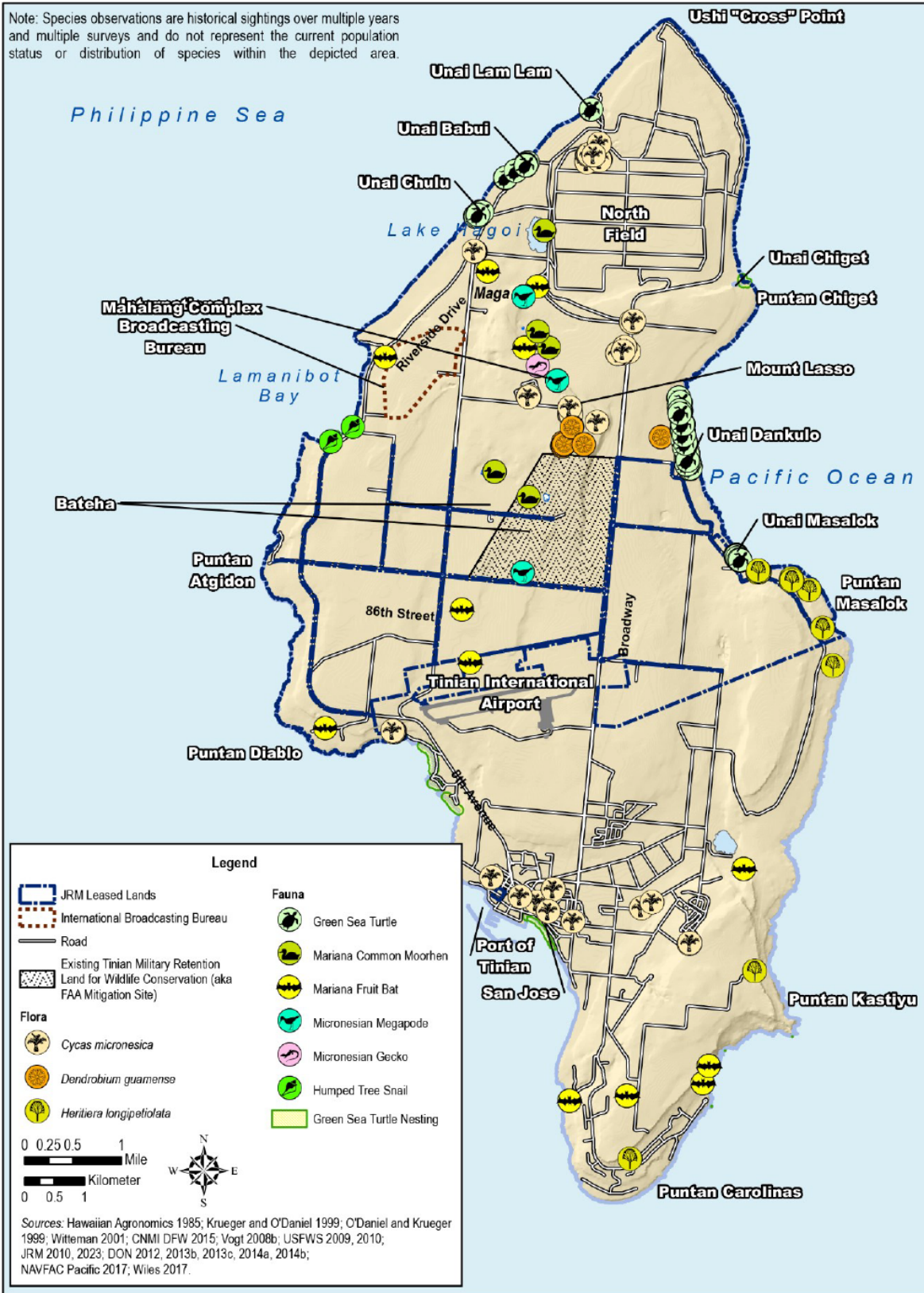


Figure 2. Location of JRM-leased lands and historic *Cycas micronesica* observations on the Tinian Military Lease Area. Reprinted from 2024 JRM Integrated Natural Resources Management Plan.

D. DESIGNATED REPRESENTATIVES

1. The Chief Contracting Officer is Eugene Diaz, Naval Facilities Engineering Systems Command, Marianas, PSC 455, Box 195, FPO AP GU 96540-2937, email: eugene.diaz9.civ@us.navy.mil.
2. The Grants Officer is Thelman Mark Fontenot, Naval Facilities Engineering Systems Command, Marianas, PSC 455, Box 195, FPO AP GU 96540-2937, email: thelman.m.fontenot.civ@us.navy.mil.
3. The Cooperative Agreement Technical Representative (CATR) is officially designated by the Grants Officer, and is responsible for monitoring the Recipient's performance, in accordance with the terms and conditions of the Agreement.

The CATR shall be the first point of contact of the Recipient of the Agreement concerning issues/concerns regarding any of the requirements and specifications of this agreement, including base access and project site issues.

a. The CATR for Andersen Air Force Base for this agreement will be Raymond Gerard Chargualaf, Natural Resources Specialist, NAVFAC Marianas Guam, Andersen Air Force Base; 36 CES/CEV Unit 14007 APO AP 96543-4007; Telephone: (671) 366-4618; Email: raymond.chargualaf.1@us.af.mil

b. The co-CATR for Tinian MLA will be Jill Liske-Clark, Natural Resources Specialist, NAVFAC Marianas Guam, PSC 455 BOX 195 FPO AP 96540-2937; Telephone: (671) 687-0600; Email: jill.j.liskeclark.civ@us.navy.mil.

E. PERIOD OF PERFORMANCE

The initial period of performance will be twelve (12) months starting from the date of award. After completion of the initial period of performance, the total performance period can include four (4) periods of twelve (12) months, each dependent upon the availability of funds and the unilateral election of the Government to exercise an option. The total duration of this Agreement, including any cost modifications, shall not exceed 60 months.

F. MATERIAL FOR REVIEW

The Recipient will have access to the following materials and/or equipment through the CATR. The Recipient shall pay for or replace any items borrowed that are damaged, stolen or lost:

- 2024 JRM Integrated Natural Resources Management Plan (INRMP)
- Other materials upon request

G. GENERAL REQUIREMENTS

1. **Substantial Involvement by the Government.** In reference to this Agreement, substantial involvement is required between the Department of Navy (DON) and the Recipient during the period of performance based on the requirements prescribed in the

SOW. In general, cooperative agreements must carry out a public purpose of support or stimulation, under the authority of 31 U.S. Code § 6305 and the Sikes Act (16 USC 670c-1 (c) (2)). The anticipated involvement between the CATR and the Recipient is deemed appropriate to carry out a public purpose of support to include a direct benefit to the Government. The Government's substantial involvement includes but is not limited to:

- a) Clarifying DoD policies and objectives
 - b) Providing relevant maps and information pertaining to collection sites, to include data and literature from previous similar natural resource projects;
 - c) Coordinating scheduling with Mariana Islands Range Complex Operations (MIRCOPS) to ensure deconfliction with other DoD mission activities on the MLA;
 - d) Collaborating on presentations and publications, and facilitating authorization of public release of information;
 - e) Assisting with the Work Plan and Plan of Actions and Milestones (POAM) development;
 - f) Accompanying the Recipient during operations as often as necessary, to ensure quality control and efficacy of actions; and
 - g) Conducting meetings with the Recipient to determine if milestones are met and review/approve key personnel.
2. Throughout performance of the Agreement, the Recipient shall provide the required natural resources management services required by this Agreement. Due to the complexity of the work, the Recipient shall provide the following key personnel with the following minimum qualifications. Recipient staff may fill multiple roles.

a) **Principal Investigator (PI)**

The Recipient shall assign one PI for this Agreement, who shall have overall responsibility for ensuring Agreement requirements, terms, and conditions are met.

The PI's project oversight includes:

- Interpretation and oversight of progress toward project goals and objectives for the Recipient organization
- Assigning personnel consistent with the appropriate training and certifications consistent with the Agreement's requirements;
- Understanding and assuring compliance with all applicable local, Federal, DoD, and Navy/Air Force natural resource and environmental laws, policies, regulations, and other requirements; and
- Ensuring that information/data obtained for the project are of high quality and accuracy.

The Principal Investigator shall have, at a minimum:

- A master's degree in biology, botany, natural resources, conservation biology or similar field with three (3) years of experience managing projects as a senior scientist or project manager working with biological studies and any other environmental related work;

- At least three (3) years of experience working in a botanical garden or other institution with the purpose of maintaining living plant collections;
- At least two (2) years of experience propagating and maintaining *Cycas* plants in a nursery;
- Experience ensuring compliance with the Agreement terms and conditions; review of project documents to ensure product consistency, assigning personnel consistent with Agreement requirements and performing as the Agreement's representative;
- Experience ensuring management of natural resources with all federal and local regulations, their state counterparts, and other applicable or relevant and appropriate requirements; and
- A valid recovery permit from the USFWS to collect, manage, propagate, and outplant *C. micronesica* sourced from Guam. If the PI does not have an existing valid Section 10(a)(1)(A) recovery permit upon contract award, the PI must submit a request to USFWS be added to a list of authorized individuals on a Section 10(a)(1)(A) recovery permit within two weeks after contract award.

b) **Project Manager (PM)**

The Recipient shall assign an appropriate number of PMs for this Agreement, who shall be responsible for overseeing the necessary activities of the project on a day-to-day basis.

The PM's oversight of the project includes:

- Apprising the PI of progress and issues regarding project goals and objectives
- Monitoring and controlling project costs;
- Understanding and assuring compliance with all applicable local, Federal, DoD, and Navy/Air Force natural resource and environmental laws, policies, regulations, and other requirements;
- Being the first in line of control in ensuring that information/data obtained for the project are of high quality and accuracy;
- Being responsible in keeping quality control and assurance inspections activities and record keeping of these inspections;
- Coordinating with other botanical gardens to collaborate on *ex-situ* conservation of *C. micronesica*.

The PM shall have, at a minimum:

- Bachelor's degree in biological sciences, natural resources management, forestry, botany, horticulture, wildlife biology, zoology or similar science related field from an accredited four (4) year college or university; and
- At least two (2) years' experience propagating and maintaining plants in a nursery or living plant collection.

c) **Field Technicians:**

The Recipient shall assign an appropriate number of PMs for this Agreement, who under the oversight of the PI/MP shall be responsible for:

- Provide field support services; conduct scientific review of literatures; assist in the preparation of field activities, logistics and field equipment; manage the project's files, including field notes and database; assist in the preparation of materials for project meetings; and other duties as assigned.
- Assist in the preparation of *C. micronesica* genetic samples and genetic analysis data output.

Minimum requirements for a Field Technician include:

- At least one (1) year of experience working on native plant projects, preferably with native plants in the CNMI/Guam or other Pacific islands.
- Is or can be added to the list of authorized individuals on a Section 10(a)(1)(A) recovery permit from the USFWS to collect, manage, propagate, and outplant native federally listed plants in Guam. If the technician is not on a list of authorized individuals on a Section 10(a)(1)(A) recovery permit upon contract award, the technician must submit a request to USFWS be added to a list of authorized individuals on a Section 10(a)(1)(A) recovery permit within two weeks after contract award.

d) Field Support Technicians:

Field Support Technicians shall work under the direct supervision of qualified Field Technicians, a PM, or PI on preparation of field activities, logistics and field equipment; manage the project's files, including field notes and database; assist in the preparation of materials for project meetings; and other duties as assigned. There are no specific minimum requirements for a Field Support Technician.

e) GIS Specialist:

The Recipient may assign a GIS specialist to work with the PM and PI to map field sites for plans and reports. GIS Specialists shall have at a minimum:

- At least one (1) year of experience working with GPS equipment and GIS software, preferably with experience collecting data from the field and preparing maps that portray this data in a usable form.

3. The Recipient shall visit the designated project area as often as necessary and within the limits stated below to accomplish the purpose of this Agreement. It is the Recipient's responsibility to obtain security and entrance clearances, and camera passes for personnel. The Recipient must comply with all Installation security rules, regulations, requirements, and day-to-day operational changes thereto.
4. The Recipient shall solely be responsible for providing all labor, transportation and associated costs, equipment, material, tools, supplies, supervision, and administration services required to complete the requirements of this Agreement. All equipment utilized on the Base is subject to inspection by and approval of the Installation Security Officer.
5. The Recipient shall coordinate methods with the CATR to ensure approved methodology and protocols are followed.

6. The Recipient shall notify the CATR At least two weeks in advance of each field activity to allow coordination and deconfliction with other installation management and mission activities.
7. The Recipient shall submit a draft Accident Prevention Plan (APP) for Government review and comments. All Government comments, additions or revisions shall be incorporated into the final APP. The Government considers the Recipient to be the controlling authority for all work site safety and health of any party performing work on this Agreement. The Recipient is responsible for informing all parties performing work on the Agreement of the safety provisions under the terms of the Agreement and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and for inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP. The Recipient, the on-site superintendent, the designated site safety and health officer and any designated Certified Safety Professional (CSP) and/or Corporate Industrial Hygienist (CIH). Activity Hazard Analyses (AHAs) shall be updated as specified in the final APP.
8. 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, operating, reporting, inventory, analysis, and quality control for meeting professional industry standards for natural resources management.
9. Non-native invasive species can be purposefully or inadvertently introduced via equipment, foot traffic, vehicles and vessels, and packing materials. To address this issue, the Recipient shall submit a Biosecurity Project Plan, or similar agreed to plan, to ensure that invasive species are not moved or introduced in association with this project. The Biosecurity Project Plan will address cleanliness of equipment and personal gear. The Biosecurity Project Plan is subject to approval by the CATR.
10. All work conducted under this Agreement shall conform to the requirements of the Statement of Work.
11. The Recipient shall provide the Grants Officer via the CATR the names of persons being considered for work under this Agreement, including resumes or other documentation indicating that they meet the minimum requirements of the assigned position. The Recipient shall not replace or substitute any submitted personnel member without requesting to substitute. The Recipient is expected to provide the name and supporting documentation for the proposed substitution and must receive written approval by the Grants Officer for the substitution.
12. All work conducted in support of this Agreement shall comply with all applicable Federal and CNMI laws, regulations, and requirements.

13. The CATR shall be notified immediately when any threatened or endangered species are observed in the project area (other than those that are the target of the field activity) and work stopped if any activities may adversely affect any of these species.
14. The Recipient shall inform the CATR via e-mail of any endangered, threatened, or protected animal or plant species observed during field activities (e.g. species which are federally or CNMI listed). Information should include (a) location, (b) date, (c) time and (d) any details about the sighting.
15. To avoid impacts to federally-listed, rare, or endemic species the Recipient must coordinate any vegetation and ground disturbing activities with the CATR. Under no circumstances are any federally protected plants to be killed when completing the work required in this Agreement.
16. At no cost to the Government, the Recipient shall be in possession of all permits necessary to conduct the activities stipulated in the Agreement.
17. All parties involved in this Agreement agree to comply with all applicable laws, regulations, and requirements 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.
18. Vehicle and vessel operators shall comply with all base installation rules, regulations, and laws.
19. All field notes, forms, electronic storage of field data, photographs, etc. collected and produced as part of this Agreement are property of the DON and shall be provided to the CATR upon request.
20. This agreement may require ground disturbing activities during the period of performance. Should ground disturbing activities be required, The Recipient shall obtain written approval by the CATR prior to conducting any ground disturbing activities. In addition, all field personnel will be required to complete Naval Facilities Engineering Systems Command (NAVFAC) Marianas Unexploded Ordnance (UXO) Awareness Training prior to conducting any fieldwork.
21. Under no circumstances shall the Recipient violate the Archaeological Resources Protection Act. If any objects are found that appear to be cultural or archaeological resources, contact the CATR. If the Recipient accidentally disturbs an archaeological and/or cultural resources site, the Recipient shall leave the site immediately (as intact as possible) and contact the CATR and JRM Cultural Resources Program Manager.
22. The Recipient must comply with the JRM Hazardous Waste Management Plan. The Recipient shall manage generated hazardous material, hazardous waste, and hazardous waste residues in accordance with Federal, State, and local regulations. Transport and disposal of hazardous waste (e.g. batteries) will be in accordance with Federal, State, local and applicable JRM requirements.

23. Throughout the term of this Agreement the CATR shall be afforded the opportunity by the Recipient to observe, upon the CATR's request, the Recipient's field activities, and to review computer or paper files of notes, reports, or any record deemed appropriate by the Grants Officer in establishing the Recipient's performance in fulfilling the requirements of this Agreement.
24. Work will be conducted according to the schedule (POAM) agreed during the kick-off meeting. The Recipient shall notify the CATR within two business days of any problems that occur to prevent scheduled field activities. It is recognized that weather conditions, equipment failures and site conditions can interfere with field activities and create unforeseen unsafe working conditions. The Recipient will also immediately report any problems or concerns encountered during field activities.
25. If unforeseen conditions warrant any deviations from these methods the Recipient must consult with CATR.

H. SPECIFIC REQUIREMENTS

This Agreement requires the Recipient to develop and implement two (2) technical requirements and seven (7) tasks during the performance period, as follows:

Technical Requirements:

1. Manage the *ex-situ* conservation of *C. micronesica* to maximize redundancy, resilience, and representation of *ex-situ* populations.
2. Collaborate and coordinate with *ex-situ* population managers to promote effective *ex-situ* conservation of *C. micronesica*.

Tasks:

1. Task 1 – Seed Collection on Guam DoD lands and Tinian MLA.

The Recipient will:

- Collect mature cycad seeds on Guam DoD lands and Tinian MLA for export to the Recipient institution. Seed collections will focus on Andersen Air Force Base and Tinian MLA during the initial performance period; other Guam installations may be added in future option years.
- Collect GPS coordinates of parent cycads and assign unique identification numbers for metadata of exported cycad seeds.
 - Other data parameters may include data parameters agreed upon in the Fadang Working Group (health, pests, etc.)
- Store collected seeds and clean seeds before export to the Recipient institution.
 - Obtain required permits as necessary.
- Obtain and maintain all required permits which may include but are not limited to:
 - a concurrence letter or a recovery permit from the USFWS issued under section 10(a)(1)(A) of the Endangered Species Act (ESA), 16 U.S.C. 1531 *et seq.*, and its implementing regulations.
 - Guam Phytosanitary permit – required when exporting plant material from

- Guam to any recipient location.
- CITES permit when shipping internationally.
- Other required permits, as necessary.

2. **Task 2 – Genotyping and Breeding Strategy Development.**

The Recipient will:

- Collaborate with local partners to collect genetic (leaf) samples from Tinian cycads.
- Genotype and sex Tinian cycads and seedlings germinated from Guam/Tinian seed collections.
- Prepare and genotype samples using RADseq or other methods producing data compatible with previous *C. micronesica* genotyping studies.
- Analyze genotype/sex data to determine genetic relationships and genetically valuable cycads in Tinian and in Guam.
- Develop a breeding strategy to produce optimized seeds for population augmentation or reintroduction. The breeding strategy may be periodically revised as additional genetic data is collected.

3. **Task 3 – Propagation and Maintenance of *Ex-Situ* Populations.**

The Recipient will implement the breeding strategy in coordinating propagation and maintenance of cycads germinated from collected seeds at the Recipient and partner institutions. The Recipient will compile and maintain a studbook of *C. micronesica* held by the Recipient and partner institutions.

4. **Task 4 - Partner Engagement.**

The Recipient will participate in relevant cycad working groups such as the USFWS-led Micronesian cycad/Fadang Working Group and IUCN Cycad Specialist Group to track developments in cycad conservation and management techniques of relevance to *ex-situ C. micronesica* conservation. The Recipient will share information and expertise with CATRs and local partners through venues such as the Micronesian cycad/Fadang Working Group and the Mariana Islands Conservation Conference. In consultation with the CATR, the Recipient may train or advise local partners on propagation, assisted pollination, and *ex situ* population management techniques.

5. **Task 5 – Draft and Final Report Submittal**

The Recipient shall submit the Draft Performance Report according to a schedule agreed by the CATR. The Government shall review and provide comments. The Recipient shall submit the Final Performance Report no later than 15 days after receiving comments from the Government. If the Agreement is extended beyond the initial performance period, submission and review of Draft and Final Interim Reports will continue on an annual basis under the same submission guidelines.

6. **Task 6 – Project Planning.**

The Recipient shall coordinate and prepare deliverables for the kick-off meeting, including the Draft/Final Work Plan with POAM and other deliverables. Refer to Section J for specific submittal requirements, including content, format, and delivery.

- A. **Kick-off Meeting:** The Recipient shall participate in a kick-off meeting a minimum of two weeks prior to the start of work to become acquainted with the

various parties involved with the project; to discuss the SOW including scheduling and coordination; and to define channels of communication and points of contact. The Recipient shall arrange the meeting and record meeting minutes.

The kick-off meeting is designed for both the Recipient and Government to discuss the SOW and general expectations to ensure successful completion of the work, and to define channels of communication and points of contact. Meeting minutes shall be provided to the CATR within 5 days after the kick-off meeting.

- B. Draft/Final Work Plan with Plan of Action and Milestones (POAM):** The Recipient shall submit a Work Plan that incorporates a POAM. The Work Plan will show in reasonable detail the approach that will be used to successfully accomplish the requirements and specifications of the Agreement. The POAM documents milestones and timelines associated with SOW tasks as a tool to track and account for timely completion of the work. The Recipient shall submit the Draft Work Plan with POAM at least 1-week prior to the date of the project's kickoff meeting. The CATR will provide input and comment on the draft Work Plan with POAM, and the Recipient will incorporate comments before the Work Plan with POAM is finalized.

The Recipient shall append to the Draft/Final Work Plan the list of personnel that will be involved in the project with resumes indicating qualifications to provide services under this Agreement. No Personal Identifiable Information (PII) such as date of birth, address and social security number shall be included in the resume. The maximum number of pages for resume shall be 5 pages with font size no smaller than "11".

The Recipient shall submit the Final Work Plan with POAM five days after the receipt of Government comments. Field activities cannot proceed until the Final Work Plan with POAM has been reviewed and approved by the Government.

If this Agreement is extended beyond the initial performance period, a new Draft and Final Work Plan with POAM will be submitted annually. All Work Plans must be approved by the CATR before work proceeds.

- C. Accident Prevention Plan (APA), Activity Hazard Analysis (AHA), and Biosecurity Project Plan (BPP).**

The Recipient shall submit the APA, AHA, and BPP in accordance with specifications described in Section J.2. The purpose of these documents is to develop and maintain a safety program in compliance with Naval Facilities Engineering Systems Command Safety Notices 5100 and meet USFWS requirements for biosecurity measures.

7. Task 7 - Project Management:

The Recipient shall provide project oversight and coordination for all requirements and tasks. This includes, but is not limited to, providing schedule of field work activities to the CATR via email, maintaining budget coordination, tracking, and reporting. The

CATR will review all data and deliverables, inspect all relevant equipment, interview Recipient's staff to determine which actions were taken, and accompany Recipient during field operations to provide adequate Government oversight.

- A. **Monthly Progress Reports:** The Recipient is responsible for providing monthly progress reports to update the CATR on project status and schedule as it relates to scope completion and POAM adherence. Updates shall include, at a minimum, quantitative and qualitative implementation accomplishments, budget drawdowns, technical aspects, project coordination difficulties (e.g. base security staff or MWR), safety concerns, adaptive management proposals or actions, agreement's quality control and assurance activities and their successful implementation of the APP, AHA and BPP.

I. SUBMITTALS and SCHEDULES

1. Hard and 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 CATR for retention in the official Agreement file.
2. The Recipient shall submit the following: Accident Prevention Plan, Activity Hazard Analysis (AHA) and Biosecurity Project Plan (BPP): The Recipient shall develop and maintain a safety program in compliance with federal and local laws. The Recipient shall prepare and submit a Draft/Final Accident Prevention Plan (APP) and AHA as outlined in the EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual. The Recipient shall also prepare a BPP to ensure that invasive species are not transported or introduced in association with fulfilling the requirements of the Agreement.
 - a) The Recipient shall submit the draft APP, AHA and BPP seven working days prior to the kickoff meeting. The APP, AHA and BPP shall include a site specific hazard analysis for all tasks included in the specific requirements of the Agreement. References used to develop the site-specific plan include: 29 CFR 1-910.120 (Hazardous Waste Operations & Emergency Response), EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual, and Local Activity safety plans and standard operating procedures.
 - b) The Recipient's personnel shall implement safety measures for all work carried out for the project consistent with the project's Final APP, AHA and BPP.
 - c) The Recipient's personnel shall work in a safe manner in the field and comply with all applicable safety regulations. The Recipient shall make safety records available upon request by the Grants Officer (via the CATR).
 - d) The Recipient shall ensure work is conducted in accordance with EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual, OSHA, local laws, regulations and requirements.

- e) The Recipient shall submit Government reviewed and accepted final APP, AHA and BPP within seven days prior to the initiation of the project's field activities.
 - f) The Recipient must certify to the Grants Officer and CATR that these safety documents have been reviewed with each of the Recipient's employees involved in this project pursuant to the Agreement and sub-recipient's employees (as applicable) prior to mobilization and start of fieldwork activities. The APP shall be immediately accessible to the Recipient's Agreement Administrator at all times during the project, and a copy shall be available in all vehicles utilized for work under this Agreement.
3. **Draft/Final Work Plan with POAM:** The Recipient shall submit a Draft/Final Work Plan that shows in reasonable detail the approach (including the project's work schedule milestones with dates) that will be taken to successfully accomplish the requirements and specifications of the Agreement. The Draft/Final Work Plan will incorporate a POAM, which illustrates the work schedule milestones, including deliverable submittals, with planned completion dates.
- a) The Recipient shall submit the Draft Work Plan with POAM at least 1-week prior to the date of the project's kickoff meeting.
 - b) The Recipient shall submit the Final Work Plan with POAM five days after the receipt of Government comments. Field activities cannot proceed until the Final Work Plan with POAM has been reviewed and acknowledged for proceeding by the Government.
 - c) The Recipient shall append to the Draft/Final Work Plan with POAM the list of personnel that will be involved in the project with their respective resume, certifications, and/or other documentation indicating qualifications to provide services for this Agreement. Personnel date of birth, address and social security number shall **not** be included in the resume. The maximum number of pages for resume shall be 5 pages with font size no smaller than "11".
 - d) The Work Plan with POAM will be periodically updated and resubmitted on a timeline agreed with the CATR. All Work Plans must be approved by the CATR before work proceeds.
4. **Meeting Minutes:** The Recipient shall be responsible for documenting discussions conducted during the kick-off meeting and other coordination meetings as described in Section I of this Agreement. The Recipient shall submit the draft meeting minutes within five days from the date when the meeting was held.
5. **Monthly Progress Reports (PRs):** The Recipient will provide monthly PRs via email or other file sharing platform starting the first month following the kickoff meeting and monthly by the 7th of the month thereafter. PRs will detail implementation accomplishments as specified in the Agreement and Work Plan. The PR shall also

include information on the Recipient's quality control and assurance activities and successful implementation of the APP, AHA and BPP. If no work was completed, then the PR shall state the reasons why it was not conducted. Refer to Task 7.A for more details regarding content to be included in the PR. If no work was performed during the reporting period, the monthly PR shall describe the reason and the plan for work resumption.

6. **Draft and Final Performance Report:** The Draft Performance Report (DPR) and Final Performance Report (FPR) shall document all work conducted under this Agreement. The CATR will compare monthly reports, knowledge gained during in person oversight of the project, and all other QA/QC actions to determine if the DPR contains sufficient detail and incorporates all work conducted under the Agreement.
 - a. The DPR shall be submitted for review and comment on a schedule agreed upon with the CATR. The Recipient shall submit electronic copies via email or other file sharing platform. The DPR will include all maps, GIS data and appropriate figures/graphics for all work completed.
 - b. The FPR will be submitted to the CATR no later than fifteen (15) days after receipt of comments on the DPR from the CATR. The Recipient shall also submit one (1) hard copy and one (1) electronic copy of the FPR on CD or DVD and email to the CATR. The electronic copy on CD or DVD shall include the following: a) the FPR in Microsoft Word, b) the FPR in Portable Document Format (pdf), c) figures and graphics as stand-alone files, d) GIS data layers and/or tabular databases (if relevant) e) digital photographs with subjects and photo credits identified, f) copy of the *Cycas micronesica* studbook in a file format agreed with the CATR, and g) comment matrix or other reviewing format as agreed to by the CATR. For the comment matrix, the Recipient shall take all comments from the Government on all reports and incorporate them into a comment matrix. The comment matrix shall identify how each comment was addressed by the Recipient and where in the document (page number, paragraph, and line) the corrections are to be found. The comment matrix will be used as a quality assurance tool.
 - c. For the DPR and FPR, the Recipient shall reasonably follow the standards provided in Scientific Style and Format; The CSE Manual Authors, Editors, and Publishers, Seventh Edition, Style Manual Committee Council of Science Editors, <http://www.scientificstyleandformat.org/Home.html>.
 - d. All GIS data will contain populated metadata, be SDSFIE compliant, and projected in UTM Zone 55 North, WGS84. All GIS Data must comply with Geospatial Information Service Requirements for Joint Region Marianas (Attachment C).
 - e. Any Draft and Final Interim Reports shall follow the same submission guidelines.

7. **Schedule of Deliverables:** The Recipient shall submit the following deliverables:

<u>Task Deliverables</u>	<u>Copies</u>	<u>Submittal Date/Timing</u>
APP/AHA/BPP	Electronic-Word doc (email)	1 week before kick-off meeting
Draft Work Plan with POAM	Electronic-Word doc (email)	1 week before kick-off meeting
Final Work Plan with POAM	Electronic-pdf format (email)	5 days after receipt of Government comments
Meeting Minutes	Electronic-pdf format (email)	5 days after meeting
Monthly Progress Reports	Electronic-pdf format (email)	By the 7 th of each month
Draft Performance Report	Electronic-Word doc (email or file sharing platform)	According to a schedule agreed with the CATR
Final Performance Report	Electronic-pdf format (email and CD/DVD)	15 days after receipt of Government comments

8. **Format for Deliverables:**

Electronic Copies: All electronic submittals will be certified “virus free” and include the statement “virus free” on the disk or transmittal message. The Recipient shall verify, with the CATR, the appropriate data management requirements and electronic data deliverables.

PDF files: The .pdf file shall have bookmarks for each item identified in the document's table of contents. The bookmark shall use the same description as provided in the table of contents. If the bookmark is lengthy, abbreviate as needed. Bookmark to the second level (i.e., 1.1, 1.2, 1.3, etc.). Do not bookmark signature page, list of acronyms, individual tables, photos, or figures. All maps, figures, and pictures shall be provided at a useable resolution. All color maps, figures, and pictures shall be provided in color PDF format.

CD/DVDs: CD/DVD submittals will include a jewel case cover and CD label using the current approved layout to include:

- NAVFAC Marianas logo
- Agreement Number Report Title
- Site
- Location
- Date Report finalized
- The word “UNCLAS”

Standard CD jewel cases shall be used. The jewel case spine shall identify the report title, site, and location. In the event multiple reports are requested on one CD, the jewel

case cover (inside) shall include a list of all reports with the date and file name. The jewel case spine shall use "Various Reports" as the report title and also identify the site and location.

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

- Date
- Location (specific place and Installation) subject/activity
- Identification of any people in the picture photographed

Submittal/Deliverable Standards: All submittals/deliverables are expected to be of the highest professional quality and may be rejected if any of the following exists:

- There are typographical errors, spelling, or grammar mistakes;
- Results and discussion are not tied directly and continually to natural resource management concerns of the installation;
- The document is not organized in a manner that flows well;
- The document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species; or
- The appropriate style guide is not adhered to (in most cases this is the JWM or CSE).

J. DATA AND PUBLICATION

1. This Agreement is subject to, and the 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 the 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 Agreement.

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

2. The CATR(s) will be invited to participate as co-author or co-presenter as appropriate. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: "This project was funded by the Department of the Navy on behalf of Joint Region Marianas, Guam." Any publications resulting from this work shall be provided at no cost to the Department of the Navy in quantities jointly determined by the DON's 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.

K. RELEASE OF INFORMATION

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

M. SAFETY

The Recipient will be required to develop an APP following the format in Appendix A of the EM 385-1-1 2014 or latest edition. It is understood that this manual in its entirety may be too complex for the type of work being performed under this agreement. This agreement may reference Appendix A, for abbreviated Accident Prevention Plan (APP). 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 firearms, or other weapons
- 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 polychlorinated biphenyl (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 AHA for all tasks reasonably anticipated to be performed as part of this statement 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 Agreement, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the NAVFAC Marianas Safety Office 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. The CATR should verify with the NAVFAC Marianas 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 Agreement prior to mobilization and start of fieldwork activities.

A Draft and Final APP, SSHP and AHA will be submitted concurrently with the Draft 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 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.

N. HOLD HARMLESS

1. The Government shall not be responsible for the loss of or damage to property of the Recipient and/or his/her representatives, or for personal injuries to the Recipient and/or his/her representatives arising from or incident to the use of government facilities or equipment. The 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 Agreement and attendant occupation or use of Government Premises including but not limited to JRM AOR, by the 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 the 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 Agreement.

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

O. INSURANCE

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

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

2. All insurance required of the Recipient hereunder shall be in such form, for such periods of time and with such insurers as the Government may require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance shall name the United States of America as an additional insured, and shall provide that no cancellation, reduction in amount or any material change in coverage thereof shall be effective until at least 30 calendar days after receipt by the Government of written notice thereof, regardless of any prior act or failure to act or negligence of the Recipient or the Government or any other person concerning such amount or change in coverage.
3. The Recipient at its sole cost and expense, may insure its activities in connection with this Agreement by maintaining a program of self-insurance that complies with the requirements of this Section O, including coverages specified in Attachment A hereof. The 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 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 Agreement shall be in effect, the Recipient shall require its

contractors or agents or any contractor performing work at the Recipient's or agent's request on the affected Government Premises to carry and maintain the insurance required below:

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

5. The Recipient and any of its contractors or agents shall deliver or cause to be delivered promptly to the Cooperative Agreement Contract Specialist, a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this 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. If unable to provide the renewal policy within the prescribed period, promptly, and prior to the policy's expiration, provide the Agreement Administrator with an explanation of good cause as to why it could not do so and provide a statement explaining the status of the renewal process.
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 herein, The Recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided herein, 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 as provided herein, 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 as provided herein, the Government shall direct payment to the Recipient of so much of the proceeds of any insurance carried by the Recipient and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Recipient to effect such repair, rebuilding or replacement. In event the Recipient shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to The Recipient, The Recipient shall promptly refund to the Government the amount of such proceeds.

P. PAYMENTS

1. Partial payments equal to the amount of work accomplished may be made monthly after submission of completed schedules and deliverables in Section J. The Recipient shall prepare itemized invoices according to costs incurred during the reporting period and submit the itemized invoices to the Government for payment. Partial payments shall not exceed 85 percent of the total funding for the Agreement for any individual period of performance.
2. The final payment of the balance of the Agreement funds for a period of performance or

15 percent of the period of performance funding for the Agreement, whichever is less, shall be paid when the final report and all other submittals and deliverables listed in Section J have been received and accepted by the CATR.

3. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 et seq. Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.
4. Payments will be made in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment B WAWF Instructions for instructions on payment procedures.

Q. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING

1. 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/Recipient to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor/Recipient is responsible for notifying its subcontractors that the required information will be made public.
2. Unless otherwise directed by the Contracting Officer/Grants 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/Recipient shall report the following information at <http://www.fsrc.gov> for each first-tier subcontract:
 - (a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
 - (b) Name of the subcontractor.
 - (c) Amount of the subcontract award.
 - (d) Date of the subcontract award.
 - (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (f) Subcontract number (the subcontract number assigned by the Recipient).
 - (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 Agreement 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.
3. By the end of the month following the month of an Agreement award, and annually thereafter, the Recipient shall report the names and total compensation of each of the five most highly compensated executives for the Recipient's preceding completed fiscal year at <http://www.ccr.gov>, if –
- A. In the Contractor's/Recipient's preceding fiscal year, the Contractor/Recipient received –
- (1) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub grants) and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub grants) 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>).
- C. 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/Recipient shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if
- (1) In the Subcontractor's preceding fiscal year, the Subcontractor received –
 - (a) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub grants) and cooperative agreements; and
 - (b) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub grants) and cooperative agreements; and
 - (2) 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/Recipient in the previous tax year had gross income, from all sources, under \$300,000, the Contractor/Recipient 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/Recipient 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 Marianas, Guam shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self-insurance program."

ATTACHMENT A (Continued)
NON SELF-INSURED REQUIREMENTS FORM

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 Joint Region Marianas, Guam under this Cooperative Agreement, No. N40192-25-2-8011"

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

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

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

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

- a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
- b. "The Commanding Officer, Naval Facilities Engineering Command Marianas, Guam 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 Joint Region Marianas, Guam under this Cooperative Agreement, No. N40192-25-2-8011."

ATTACHMENT A (Continued)
NON-SELF-INSURED REQUIREMENTS FORM

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

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

ATTACHMENT B: WAWF INSTRUCTIONS

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

(a) Definitions. As used in this clause—

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor/The Recipient 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/The Recipient 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/Recipient must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: N40192-25-2-8011

ATTACHMENT B (Continued)
WAWF INSTRUCTIONS

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

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Select Document to Create:	Grant Voucher
Issue By DoDAAC	N40192
Admin DoDAAC	N40192
Grant Approver DoDAAC/Extension	N40192/CORECA

(4) Payment request and supporting documentation. The Contractor/Recipient 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/Recipient 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.r.santos2.civ@us.navy.mil

WAWF point of contact

(1) The Contractor/Recipient 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)

ATTACHMENT C: GIS REQUIREMENTS

Geospatial Information Service Requirements for Joint Region Marianas

Section 1. Overview

All geospatial information shall be generated from spatial data maintained in the most recent version of the Navy Data Model (NDM) geodatabase and corresponding Data Collection Guide (DCG), provided by the GeoReadiness Center (GRC). The NDM is the Navy Installation Geographic Information and Systems (also known as IGI&S) enterprise geodatabase that stores geographic objects as standard data. The NDM is designed to meet Office of the Secretary of Defense geospatial data requirements, total data quality management guidelines, modern business needs, and Navy policies. The NDM schema uses the DCG to define the set of features, attribution, and metadata for enterprise geospatial data collected by or on behalf of the Navy. The DCG is a complement to the NDM. The NDM defines what data to collect, and the DCG defines how it is collected in respects to normalized procedures and attributes.

Section 2. Minimum Geospatial Information Systems Requirements

Minimum requirements for spatial data are:

- a. Submittals, Government Review and Acceptance:
 - i. Failure to adhere to any stated delivery specifications could result in rejection of deliverables and nonpayment.
 - ii. All data, source code (e.g. Python scripts), map files, and other geospatial information under this contract is intellectual property of the U.S. Government, and shall be turned over to the U.S. Navy upon completion of this amendment. All data will be delivered via secured means such as DoD SAFE, or the most recent file transfer methods provided by the NAVFAC Information Technology Center.
 - iii. All submittals shall be reviewed for accuracy, standards, structure and completeness by a GeoReadiness Center representative before acceptance. Contractors shall submit data and documentation at 30%, 60%, 90% and 100% project completion to avoid the rejection of final deliverables.
 - iv. All proprietary data (electronic and paper formats) and generated geospatial data and services may be used under these contract conditions ONLY. Furthermore, all data and information regarding this contract must be removed from contractor equipment and possession and returned to the government before the final invoice is approved.
 - v. Through a GRC Geospatial Data Request Form, the contractor will be provided access to existing Navy GIS data required for the project via secured means such as DoD SAFE, or the most recent methods provided by the NAVFAC Information Technology Center.
 - vi. All data and information generated is limited to only those with a lawful government purpose and only for the initial intended use. In accordance with the

clause at DFARS 252.204-7000, the Contractor or Sub-Contractors shall not make public release of any information relating to any part of this contract, or products/deliverables developed thereunder without prior approval of either the Procurement Contracting Officer or the Administrative Contracting Officer.

- vii. All data must ensure the use complies with Controlled Unclassified Information (CUI) DoD policy when applicable. All involved parties are encouraged to visit www.dodcui.mil for information about safeguarding CUI. Information should be processed on Government Furnished Equipment when the option is available.
 - viii. When applicable, a representative of the GRC should attend planning charrettes in order to convey important information regarding the NDM, DCG, geospatial requirements, and discuss work induction.
 - ix. Map projects and geospatial information shall be created using Environmental Systems Research Institute (ESRI) ArcGIS software.
 - x. Unless approved by the GRC, all geospatial data shall be in the Geographic Coordinate System: GCS_WGS_1984, Datum: D_WGS_1984.
- b. GIS Data Format: NAVFAC's GIS data is an ERSI Geodatabase format which must be delivered in the most recent version of the NDM and corresponding DCG.
- i. Geospatial projects (i.e., MXD, MPK): All project files shall be delivered containing all related source files in a specific project file, including extension, graphics, photos, source code (non-encrypted, Visual Basic) based on the version of ArcGIS Desktop specified for the task order.
 - ii. Spatial Data (i.e. geodatabase, datasets, features): Spatial data shall be delivered as an ArcGIS file geodatabase according to the most recent NDM version. File geodatabases are relational databases that contain geographic information. File geodatabases contain feature classes and tables. The names of these geodatabases will reflect the location of the geographic information it contains at the appropriate level of detail (region, special area, activity). The general format of file geodatabase names is as follows; where yyyy(year)mm(month)dd(day) is the date the geodatabase was created and amended:

Location_yyyymmdd.gdb

(Example: NAVALBASEGUAM_20230111.gdb, JRM_20230111.gdb, Polaris Point_20230111.gdb, MEC_20230111.gdb, BASECOMM_20230111.gdb)
- c. Data Structure: All data shall be structured according to the current version of the NDM and DCG; special circumstances must be approved by the GRC. The contractor shall use the DCG to identify the classification, type, location, ID number, and any other

necessary attributes for all new/updated/edited features. Information on the NDM and the DCG will be provided through a GRC representative.

- i. If new geospatial information is created, the GRC shall provide unpopulated features (i.e. empty NDM geodatabase datasets, with the DCG) to the contractor.
 - ii. If new data is created and the corresponding data structure does NOT yet exist in the NDM, the contractor shall provide the GRC with a data dictionary identifying all of the NDM entity types, attributes, and/or domain values associated with the new feature(s), the geographic area(s) covered by the data and Spatial extent information prior to the creation/editing of GIS data. New non-spatial data standards compliant attributes (meeting NDM criteria) will require precise schema definitions.
- d. Data Integrity: Data accuracy standards for all deliverables will be in accordance with features found in the DCG. The contractor shall employ data quality management standards to ensure geospatial information is topologically correct, accurate, and complete, to include:
- i. No erroneous overshoots, undershoots, dangles, or intersections in line work.
 - ii. Point and line features will be snapped together where appropriate to support networks. Line features shall be snapped together where appropriate to support networks. Do not break linear features for labeling or other aesthetic purposes.
 - iii. Lines will be continuous (no self-intersection) and point features will be digitized as points where appropriate. For example, point features, such as manholes, should not be drawn using only a circle (polygon) to represent its location.
 - iv. No sliver polygons, illogical gaps, or overlaps. All area type features shall be closed polygons.
 - v. Digital representation of the common boundaries for all graphic features must be coincident, regardless of feature layer.
 - vi. Geometric network connectivity shall be maintained for utility networks, where specified by the scope of work.
- e. Data Quality: The contractor shall take all appropriate and needed data quality measures to ensure data is complete, topologically correct, accurate, structured correctly, and formatted correctly per the scope of work, to include:
- i. All data shall be visually inspected before submittal to the government.
 - ii. As part of the 30%, 60%, 90%, and 100% deliverables, the contractor will provide the GRC representative a copy of the Reviewer Batch Job report for each feature.

- iii. The numbers of records for all joined tables shall match, or the specific unmatched records shall be identified and explained to the satisfaction of the government.
 - iv. Per the current DCG, all required and mandatory attributes shall be populated.
 - v. All domain constraints shall be adhered to prior to submittal.
- f. Static Map Productions: Static maps will be legible, non-pixelated, professional in appearance (i.e. no hand drawn features) and sized to ANSI A (8.5x11) or ANSI B (11x17), unless otherwise required. Contractors will use a standard template for all static map product submittals with the following elements when creating printed or static digital maps (e.g. PDF, PNG, JPG).
- i. Map Title
 - ii. Inset Map (if necessary)
 - iii. Decimal Degree coordinates Map Border (or MGRS when required)
 - iv. North Arrow
 - v. Scale Indicator
 - vi. Legend with consistent symbology
 - vii. Contractor Logo with date, Contract Number, and/or Map Author
- g. Metadata:
- i. Feature Level Metadata: Feature-level (record level) attribute metadata is required to be populated for each GIS feature/record, per the current version of the NDM and the DCG.
 - ii. Layer Level Metadata: Layer level metadata is required for all deliverables, structured according to the FGDC Content Standard for Digital Geospatial Data (CSDGM). Details on the standard can be found at <http://www.fgdc.gov/metadata/geospatial-metadata-standards>.
- h. Field Collection: Where field data collection is required, the contractor shall utilize conventional and other methods, such as a total station, or Global Positioning System (GPS) in accordance with the applicable Geospatial Positioning Accuracy Standards published by the Federal Geographic Data Committee (FGDC).

- i. At a minimum, the contractor shall provide resource grade GPS collection at an accuracy level of +/- < 1m and shall use differential correction to target accuracies of +/- .5 m.
- ii. When required (as stipulated in the contract or as otherwise determined by the Government), the contractor shall use survey grade GPS, at an accuracy level of +/- 3 cm. Global Positioning System (GPS) data collection activities will be based on a post-processed environment using an accurately sighted base station. Base station files for post processing acquired locally (off-site CORS Continuous Operating Reference Station) will be verified for accuracy.
- iii. All survey-grade data collected shall be provided to the Government in a digital format with an attached Survey Report identifying survey method, equipment list, calibration documentation, survey layout, description of control points, control diagrams, quality control report, and field survey data.
- iv. A digital Survey Control Database (consisting of a survey marker database and a survey traverse database) will be produced for all survey control points established under this contract, including the horizontal and vertical order and coordinate location of each point.
- v. Digitizing/Conversion: Where Digitizing/Conversion is stipulated in the contract, the contractor shall digitize/convert features from designated sources (including remotely sensed data, hardcopy scans, and vector data) to support various GIS applications. Digitizing/conversion routines will ensure that 90 percent of all features will measure within 0.01 inches when reproduced at the scale of original imagery or data source.
- vi. GPS data on the location of line features shall be captured at a minimum at the beginning, end, and at each turn or bend in the line and processed as a line feature type. GPS data on the location of point features shall be captured at the centroid of the feature unless signal obstruction or access prohibits; otherwise points will be captured at a uniform distance and direction from the centroid and the offset captured in the metadata for that feature. GPS data on polygon features shall be collected at every vertex of the feature and processed as a polygon.
- i. Image Collection: Images captured on base must be approved in advance (usually by installation security) of visiting the base. The Contractor shall identify the personnel designated as image collectors (i.e. photographers) for this contract and shall identify the proposed areas/facilities to be collected and provide installation (via COR) with any required equipment information. It is unlawful to capture images outside the intended purpose of this contract. In most cases, image collection will require a 'Camera Pass' from installation security.

All images to be delivered/used in submittals must be geotagged with the UTM of the image location.