STATEMENT OF WORK (SOW) FOR

DISEASES OF STRANDED PACIFIC ISLAND MARINE MAMMALS

Cooperative Agreement Number N62742-20-2-0001
Period of Performance: Date of Award – 1 July 2022

Prepared For:
Naval Sea Systems Command

Prepared By:
Naval Facilities Engineering Command, Pacific

March 2020
1.0  Justification
In order to conduct at-sea testing, including weapons systems, shock trials, propulsion testing and other testing associated with construction of vessels, including aircraft carriers, Naval Sea Systems Command receives authorizations from the National Marine Fisheries Service for impacts to marine mammals and endangered species. As a condition of these permits, NAVSEA must conduct monitoring of potential effects of at-sea testing. This work will support the permits required for at-sea testing events allowing for planned testing to occur.

2.0  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.

The Hawaiian and Mariana archipelagoes lie within the Hawaii-Southern California Training and Testing (HSTT) Study Area and the Mariana Islands Training and Testing (MITT) Study Area, respectively. A description of the specific activities which occur in these study areas can be found in the Hawaii - Southern California Training and Testing Environmental Impact Statement (DoN 2018; www.hstt-eis.com) and the Final (2015) and Draft Supplementary (2019) Mariana Islands Training and Testing Environmental Impact Statement (www.mitt-eis.com).

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

As in all coastal areas, strandings of marine mammals of various species occur in both, the HSTT and MITT study areas. Stranding occurs somewhat regularly, and scientists investigate the causes of stranding and injury and mortality that may be associated with these events. Factors that may influence injury, mortality, and stranding could include anthropogenic or natural causes. Natural causes could include those related to the availability of food or habitat, predation, and infectious and non-infectious disease. Anthropogenic stressors could include, for example, fisheries interactions, vessel-strikes, chemical or solid pollutants, climate change, and disease vectors caused by human actions, as well stressors related to Navy training and testing activities.

2.1 Purpose
Recent developments in marine mammal stranding science from Hawaii and other Pacific Islands indicate that infectious disease represents a data gap that, if filled, would better inform understanding
the mortality in Hawaii/Pacific Islands stranding events. The most prominent data gaps are those related to the diseases toxoplasmosis, morbillivirus, and circovirus.

Toxoplasmosis, which is a disease caused by a parasite that utilizes cats as its host, is known to be responsible for multiple marine mammal mortalities in Hawaii, including documented toxoplasmosis-positive mortalities in both pinnipeds and cetaceans, and among these endangered species. The oocytes and cysts of this parasite, *Toxoplasma gondii*, are known to be persistently infectious, even after some time in seawater. Therefore, it is reasonable to expect that some life stages of this parasite might persist in the tissue of infected marine mammals, even after mortality and decomposition. Although after a point of significant decomposition, tissues collected from marine mammal strandings have not generally been examined for disease, it is possible that *T. gondii* could be positively identified even in such tissue through genetic analyses. Therefore, a study of known toxoplasmosis-positive tissue could be used to determine a range of decomposition states where the parasite is still detectable. This knowledge would then leverage the ability to re-examine archived tissue from past strandings that had previously been considered too decomposed to examine for this purpose. This re-examination would have the potential to identify causes of death in previous necropsies where cause-of-death was inconclusive, and can be applied to future strandings where the tissue is in an advanced stage of decomposition.

Morbillivirus is a virus known to be a cause of marine mammal mortality across many species, including mass mortality events. It was first identified in a beaked whale stranding in Hawaii, and that strain is informally known as the “beaked whale morbillivirus.” More recently, a second strain infecting marine mammals in the Pacific Islands has been identified from a stranding of a Fraser’s dolphin in Hawaii. Currently necropsies do not screen for any particular strain of morbillivirus, such the beaked whale strain, or the newly identified Fraser’s dolphin strain. Epidemiological analysis that differentiates between the two strains improves the knowledge of potential stressors affecting marine mammal populations resident in Navy at-sea study areas and will improve the Navy’s baseline knowledge for application in consultation in these species.

Circovirus has also been identified in a beaked whale stranding in Hawaii. This virus was identified in an animal that was also infected with morbillivirus, so its disease significance, if any, is unknown. It is largely undescribed in marine mammal medicine, and necropsies for marine mammal strandings therefore do not routinely test for the presence of circovirus. However, in other species it has been known to be immunosuppressive and lead to secondary infection. Identifying circovirus prevalence in historical samples, can illuminate cause of death, including from strandings where cause-of-death of inconclusive, or reveal patterns where immunosuppression might be hypothesized to have contributed significantly to a secondary infection that caused mortality.

In summary, identifying the prevalence of new and undescribed disease vectors that have the potential for increasing morbidity in marine mammals will be directly applicable to consultations for Navy at-sea study areas, as disease is a natural stressor that can be considered in addition to anthropogenic stressors. The overall goals of this project are to address data gaps associated with marine mammal stranding and infectious disease. This will help the Navy better understand the prevalence of certain viruses in Pacific Island cetaceans as well as the potential clinical or pathological significance to marine...
mammals that are infected. Archived Pacific stranding tissue, as well tissue associated with strandings that may occur during the project duration, will be analyzed for certain infectious diseases, and the effectiveness of using genetic analysis to identify disease in decomposed tissue will be studied. The analysis shall investigate:

1) specific strains of morbillivirus including the “Fraser’s-dolphin”;
2) the presence and pathology of circovirus; and
3) the ability to successfully test for/detect toxoplasmosis (T. gondii) in cetacean tissue at a range of various stages of decomposition.

2.2 Location
Recent developments in marine mammal stranding science from the Hawaiian and Pacific Islands indicate that infectious disease represents a data gap that, if filled, would better inform causes of mortality in Hawaii/Pacific Islands stranding events. These data gaps include those related to the diseases toxoplasmosis, morbillivirus, and circovirus. Therefore, analysis will occur from archived and present day tissues from this region.

3.0 General Information

3.1 Designated Representatives
1) The Cooperative Agreement Administrator (CAA):

Naval Facilities Engineering Command, Pacific (NAVFAC PAC)
Attn: Mr. Kristopher Tom, Grants Administrator
258 Makalapa Drive STE 100, JBPHH, HI 96860
Email: kristopher.tom@navy.mil
Voice: (808) 474 4551

2) The Cooperative Agreement Technical Representative (CATR):

Naval Facilities Engineering Command, Pacific (NAVFAC PAC)
Attn: Rebecca Springer, Marine Resources
258 Makalapa Drive, JBPHH, HI 96860
Email: Rebecca.a.springer@navy.mil
Voice: (808) 472 1444

Deputy Cooperative Agreement Technical Representative (Deputy CATR)

Naval Facilities Engineering Command, Pacific (NAVFAC PAC)
Attn: Brittany Bartlett, Marine Resources
258 Makalapa Drive, JBPHH, HI 96860
Email: brittany.bartlett@navy.mil
Voice: (808) 472 1385

3) Naval Sea Systems Command (NAVSEA) Representative:

Attn: Benjamin Colbert, Environmental and Natural Resource Planning, NAVSEA HQ (04RE)
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 NAVSEA Representative (including their respective representatives or staffs) regarding any inquiries, questions, concerns, and issues related to the implementation of the requirements and specifications of this CA. The CATR has no authority to make any changes to this CA, only the CAA may affect any change to this CA.

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

4) 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.

5) The Recipient will designate at time of proposal submission the individual within their organization who is authorized to negotiate with the CAA. The designation will stipulate the individual’s authority to commit the Recipient.

6) For the purposes of this Agreement, the term Recipient shall mean CESU recipient.

3.2 Period of Performance

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<thead>
<tr>
<th>Period of Performance</th>
<th>Anticipated Award Date</th>
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<tr>
<td>Date of Award – 1 Jul. 2022</td>
<td>Spring 2020</td>
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The proposed Period of Performance for the Agreement is twenty-six (26) months from date of award, extending to 1 July 2022. However, the parties may extend the period of the CA by written modification. A fifteen (15) day period, starting on date of award, will be used for the cooperator to provide preliminary documents to the CAA and CATR. Documents include, but are not limited to, Insurance documents/certificates, Accident Prevention Plans/Site Health and Safety Plans (as applicable), Draft Work Plans, etc. Recipient may not begin performance until preliminary documents are submitted and accepted/approved by the CAA.

The Period of Performance is a non-severable service that results in a comprehensible deliverable (Task 4 – Analysis and Report).

3.3 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:
   a) https://www.navymarinespeciesmonitoring.us/reporting/pacific/http://www.navy
      marinespeciesmonitoring.us/reading‐room/pacific/

   Environmental Impact Statement (2018):
   b) www.hstt‐eis.com

   Environmental Impact Statement (2015) and Mariana Islands Training and Testing Activities
   Draft Supplemental Environmental Impact Statement/Overseas Environmental Impact
   Statement (2019)
   c) www.mitt‐eis.com

4.0 Requirements

4.1 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. Any computer
   hardware that will be connected to a government IT network must be cleared by a government
   IT specialist prior to connection to the system.

2. The Recipient shall provide all equipment (unless otherwise stated) and perform the analyses
   necessary to complete the work described within this Agreement. All data (raw and associated
   files), photographs, and equipment > $5000 per unit in value 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. If applicable, 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 research activities, and for meeting professional
   industry standards for all research.
5. It is the responsibility of the Recipient to possess all required state and federal permits for performing work conducted under this Agreement.

6. Due to the complexity of work, the Recipient shall provide the following key personnel with the following minimum qualifications:
   a. Principal Investigator: The Recipient shall designate one person as responsible for ensuring provisions are in place, project and personnel supervision are adequate, and quality control and meeting of reporting requirements are met on a daily basis. This person shall have, at the minimum:
      - Experience in leading marine mammal stranding investigations of cetaceans in Hawaii and the Pacific Islands and extensive knowledge of the collection of stranding specimen samples in order to support infectious disease research. Previous work and research experience in these activities shall be demonstrated by authorship on peer-reviewed publications.
      - Obtained archived tissue samples from Hawaii/Pacific Island strandings.
      - Obtain access to the use of all applicable permits to perform the activities described in this SOW.
   b. Laboratory Technician: The selected Laboratory Technician person shall have, at the minimum:
      - Knowledge and/or experience in necropsies and genetics research and data analysis to include, but not limited to DNA extraction, molecular quantification, and Polymerase Chain Reaction (PCR) analysis.
      - Co-authorship on resulting peer-reviewed publication and reports is desired, but not required.

7. The Recipient shall provide the CAA (via the CATR) the names of persons and copies of their resumes being considered for work under this Agreement. The Recipient shall not replace or substitute any staff member without prior written approval by the CAA. The Recipient shall work closely with the CATR and NAVSEA Representatives in planning and carrying out all field and research activities.

8. All work conducted in support of this Agreement shall comply with all applicable state laws.

9. 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 and the Endangered Species Act.

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

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

12. The parties to this Agreement agree to comply with all applicable U.S. and foreign laws and regulations, pertaining to the provision of safe and respectful workplace and to provide a work environment free of harassment and intimidation for such party’s own employees and third parties.

13. On military installations, 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 may issue military motor vehicle citations to operators in violation of this policy. 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.

14. 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 upon request.

15. 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.

16. If while conducting research, the Recipient observes what appears to be any unusual activity (e.g. trespassers or persons in unauthorized areas), the Recipient shall inform the CATR via e-mail. Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity.

17. If applicable, the Recipient shall inform the CATR via e-mail of any unusual species observed while conducting research (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.

18. Throughout the term of this Agreement the CATR and, after notice from the CATR, the NAVSEA Representatives, shall be afforded the opportunity by the Recipient to periodically observe the Recipient’s field and lab activities and 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.

19. 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 NAVSEA 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 NAVSEA 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.

4.2 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 NAVSEA Representatives.
In accordance with the Hawaii-Pacific Islands 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 (e.g., review and edit).
- NAVFAC CATR actively participates and collaborates in carrying out the project plan of work and review.

### 4.2.1 BASE TASKS

1. **Analysis of Cetacean Tissue**

Archived stranding tissue, as well as present day stranding tissue, will be analyzed for infectious disease. The analysis shall investigate:

   1) specific strains of morbillivirus including the “Fraser’s-dolphin”;
   2) the presence and pathology of circovirus; and
   3) the ability to successfully test for/detect toxoplasmosis (*T. gondii*) in cetacean tissue at a range of various stages of decomposition.

The recipient will be responsible for providing and utilizing adequate methodology for analysis in accordance with project goals and to obtain all necessary permits. If applicable, processed and raw data shall be uploaded to appropriate databases consistent with the standards described in Attachment C.

2. **Preliminary Summaries**

One comprehensive preliminary summary shall be prepared for all efforts completed from the date of award (1 April 2020) through 31 December 2020 (for the Navy’s annual report to NMFS). The summary shall include: a summary of project goals with abbreviated description of methods, and overall project status including completed and remaining tasks and an estimate of remaining effort. The preliminary summary shall include a title page, suggested citation, and executive summary or abstract. The 2020 draft summary shall be received no later than 7 January 2021. The final preliminary report shall incorporate responses to comments provided by the Cooperative Agreement Technical Representative (CATR), and shall be accompanied with a comment response matrix. The final summary shall be received no later than 14 days following receipt of Navy comments.

3. **Analysis and Report**
A detailed report shall be produced, formatted as a manuscript suitable for submission to a peer-reviewed scientific journal. The report shall describe analyses of data collected during Base Task 1, including all methods, as well as project status and results. The report shall include analysis of: 1) specific strains of morbillivirus including the “Fraser’s-dolphin strain”; 2) the presence and pathology of circovirus; and 3) the detectability of toxoplasmosis in tissue in a range of various stages of composition.

The draft and final report shall include at least the following: 1) title page showing title, date, Cooperative Agreement number, NAVSEA Representative and CATR contact information, the text “funded by U.S. Navy”, and a suggested citation; 2) abstract or executive summary; 3) Introduction; 4) Methods; 5) Results; 6) Discussion; and 7) Supplemental Material. Deviations from these requirements must be confirmed in writing by the CATR. The final report shall incorporate responses to comments provided by the CATR, and be accompanied with a comment response matrix. The draft report shall be completed by 15 August 2021. The final report shall be received no later than 30 days following receipt of Navy comments.

Data deliverables shall also include all photography collected under this Agreement, as well as all data and results delivered to CATR on a Navy-approved external hard drive.

4. **Presentation at program review meeting**

One representative from the science team performing the tasks above shall provide an oral talk with slide presentation on the tasks and results of this project at the Navy Marine Species Monitoring Program Review meeting. A representative will be expected to attend two (2) meetings. The dates are likely to be in the spring (March – June) of 2021 (report on preliminary data) and in the spring (March – June) of 2022 (report on complete data). The representative shall attend all days of these three-day meetings. Location(s) are expected to be at a major city near an airport on the U.S. West Coast. No later than one month after the final day of the meeting, a version of this slide presentation shall be delivered to the CATR suitable for public release.

5.0 **Meetings & Coordination**

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

The Recipient shall be available on an intermittent basis throughout the Agreement period for consultation with the CATR and NAVSEA Representatives on matters related to this CA.
6.0 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.

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<tr>
<th>Event/Deliverable</th>
<th>Due Date</th>
<th>Format</th>
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<tbody>
<tr>
<td><strong>Meetings and Coordination (BASE PERIOD)</strong></td>
<td></td>
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<tr>
<td>i) Kick-off meeting</td>
<td>Within 1 week of Date of Award</td>
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<tr>
<td>ii) Program review meeting presentation (2)</td>
<td>TBD and no later than 30 Jun. 2021</td>
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<tr>
<td><strong>BASE PERIOD</strong></td>
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<tr>
<td>i) Begin preparation for mobilization</td>
<td>Date of Award</td>
<td>-</td>
</tr>
<tr>
<td>ii) Field/Lab Work</td>
<td>As Necessary</td>
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<tr>
<td>iii) Draft Preliminary Summaries</td>
<td>7 Jan. 2021</td>
<td>Electronic (email) (MS Word)</td>
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<tr>
<td>iv) Final Preliminary Summaries</td>
<td>No later than 14 days after receipt of Navy comments</td>
<td>Electronic (email) (MS Word)</td>
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<tr>
<td>v) Draft Report</td>
<td>15 August 2021</td>
<td>Electronic (email) (MS Word)</td>
</tr>
<tr>
<td>vi) Final Report</td>
<td>No later than 30 days after receipt of Navy comments</td>
<td>Electronic (email) (MS Word)</td>
</tr>
</tbody>
</table>
3. Submittals

   a. **Permits.** A copy of all permits required for the work described in this Agreement shall be provided at the kick-off meeting (if not already submitted).

   b. **Draft and Preliminary Summary Report.** A comprehensive preliminary summary shall be prepared. The preliminary summary is not a full report, but a summary/progress report that can be referenced by the Navy in the Navy’s Pacific Annual Monitoring Report to NMFS due the following April. Report contents are described in detail in Base Task #3 in Section 3.2.1: Base Tasks.

   c. **Draft and Final Report.** The draft and final report shall include a summary of all work in the Base Task period. Data deliverables are an essential part of the deliverables. Contents of the report and data deliverables are described in detail in Base Task #4 in Section 3.2.1: Basic Tasks.

4. Deliverable Specifics

   a. Due to reporting timelines mandated by Navy permits, the draft and final preliminary summary follows a 2 week Government review and 2 week Recipient finalization (comment incorporation) schedule. This is shorter than the schedule allowed between the draft and final reports. The Government will have 30 calendar days from receipt of the draft report(s) to review and return comments to the Recipient. All final reports shall be submitted by the Recipient within 30 days of receipt of Government comment. The Government will have a 30 day review period from receipt of final reports (reports with Government comments incorporated). Only the CAA has the authority to make changes to the 30 calendar day review period.

   b. The Recipient shall provide all required draft reports as electronic files, either as email attachments, sent to the CATR on CD, or downloadable via FTP site. The Recipient shall provide an external hard drive containing the photographs, report, and a duplicate copy of data deliverables.

   c. If applicable, 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).

   d. 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.

   e. If applicable, processed and raw data shall be uploaded to appropriate databases consistent with the standards described in Attachment C.

   f. 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 publically 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.

g. **Submittal/Deliverable Standards:** All submittals/deliverables are expected to be of the highest professional quality and will be rejected if any of the following exists:
   i. there are typographical errors, spelling, or grammar mistakes;
   ii. results and discussion are not tied directly to the Purpose described in Section 1.2.
   iii. the document is not organized in a manner that flows well
   iv. the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species
   v. the appropriate style guide is not adhered to (in most cases this is the JWM or CSE)
   vi. the document is not fully formatted (e.g. functional table of content links, consistent fonts/styles throughout document, accurate page numbers, accurate and complete stand-alone appendices [if applicable], accurate and functional figure titles, table titles, section headers, and table of contents need to be complete and accurate)
   vii. abbreviations and acronyms are not consistent throughout each submitted document; references/literature not cited fully cross-checked between what is in the document vs. what is presented in the references section; data in tables shall be checked for consistency if information is repeated throughout the document or referenced in other documents, figure titles shall be checked against what is presented in the figures; appendices/figures shall be for the current project and not a copy/paste from another project, prior to submittal for client review

h. **The draft report shall be a complete document that has been proofread for spelling and grammatical errors and contains all text, figures, graphics, photographs and tables provided for review.**

i. **Data.** All raw data, data sheets and electronic databases shall be submitted with the final report via external hard drive

j. **Maps**
   i. All maps created for this Agreement shall be incorporated in the draft and final reports. All maps shall be printed on 8.5 by 11-inch paper or 11 by 17-inch paper folded to match the size of the report(s).
   ii. All maps shall be printed at an acceptable scale using a State Plane projection, Zone 0405, North American Datum 1983 or USGS. Electronic copies of all maps shall also be provided.
   iii. All maps created for this Agreement shall contain the following information: (a) title, (b) scale bar, (c) legend, (d) date, (e) north arrow and (f) notation identifying who prepared the map.

k. **Photographs**
i. 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.

7.0 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. This courtesy does not expire and provides the government’s public affairs office with notice.

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: “This research was funded by Naval Sea Systems Command.”

3. Any publications resulting from this work shall be provided at no cost to the Department of the Navy in quantities jointly determined by the Department of the Navy representative and the Recipient at the time of publication.

4. The Recipient shall be responsible for ensuring all personnel participating in activities under this Agreement have read and acknowledged the “Data and Publication” provisions of this Agreement.

8.0 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 CATR, or CAA.
9.0 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 unless the CATR notifies the Recipient it can utilize an 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 CATR 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.

### 10.0 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.

### 11.0 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.

12.0 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.
5. NAVFAC CATR incurs in‐kind of direct expenditures in carrying out the activities specified in the SOW.

13.0 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:

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

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

(a) In the Contractor’s preceding fiscal year, the Contractor received –
   • 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.

14.0 References


15.0 Attachment A

Rights in Data-General

(a) Definitions. As used in this clause-

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.
“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer’s decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer’s determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government’s action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as
the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor’s expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor’s expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor’s obligations to the Government under this contract. If a
subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)
SELF-INSURANCE REQUIREMENTS FORM

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

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

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

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

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

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

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

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

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

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

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

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

  d. "This insurance certificate is for use of facilities at 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 RECIPIENT BEING PERMITTED TO USE OR OCCUPY GOVERNMENT PREMISES OR PROPERTY PURSUANT TO THE COOPERATIVE AGREEMENT

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

   a. Required minimum amounts of insurance listed below:

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

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

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

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

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

   d. "This insurance certificate is for use of facilities at 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.
17.0 Attachment C

Electronic Data Deliverable Specifications

A-1 REFERENCES
d) US Navy Marine Species Monitoring Program Data Management Plan
e) US Navy Marine Species Monitoring Program Data Use Agreement
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](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.

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 path 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.
18.0 Attachment D

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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 System for Award Management at https://www.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

___________________________________________________________
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items)
that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(C) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) ) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(f) [Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td></td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td></td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td></td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td></td>
</tr>
<tr>
<td>Ship To Code</td>
<td></td>
</tr>
<tr>
<td>Ship From Code</td>
<td></td>
</tr>
<tr>
<td>Mark For Code</td>
<td></td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td></td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
<td></td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td></td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td></td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td></td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td></td>
</tr>
</tbody>
</table>

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)