

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 44	
2. CONTRACT (Proc. Inst. Ident.) NO. 75N97019C00006				3. EFFECTIVE DATE 09/26/2019		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 5443989	
5. ISSUED BY National Institutes of Health National Library of Medicine Bethesda, MD 20892-7511		CODE NLM		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  CHARLES RIVER LABORATORIES INC:1109629 251 BALLARDVALE STREET WILMINGTON MA 018871096				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM		SCD-C			
CODE		FACILITY CODE		11. SHIP TO/MARK FOR One Democracy Plaza, Bethesda Off C 1 Democracy Plaza 6701 Democracy Blvd Bethesda MD 20817		12. PAYMENT WILL BE MADE BY Approved By, NLM Invoice COAC Paid By: NIH Commercial Accounts Br 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda, MD 20892-8500	
CODE		FACILITY CODE		CODE		CODE	
11. SHIP TO/MARK FOR One Democracy Plaza, Bethesda Off C 1 Democracy Plaza 6701 Democracy Blvd Bethesda MD 20817		CODE ODP, BTHOFF		12. PAYMENT WILL BE MADE BY Approved By, NLM Invoice COAC Paid By: NIH Commercial Accounts Br 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda, MD 20892-8500		CODE NLM_INV_COAC	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
				15E. UNIT PRICE		15F. AMOUNT	
Continued							
15G. TOTAL AMOUNT OF CONTRACT						\$886,230.00	

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Personnel				20A. NAME OF CONTRACTING OFFICER APRIL N. MERRIWETHER			
19B. NAME OF CONTRACTOR Personal Signature		19C. DATE SIGNED 8/15/19		20B. UNITED STATES OF AMERICA Personal Signature		20C. DATE SIGNED 8/16/2019	
				BY Digitally signed by April N. Merriwether -S Date: 2019.08.16 08:19:15 -04'00'			
				(Signature of the Contracting Officer)			

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NAME OF OFFEROR OR CONTRACTOR  
 CHARLES RIVER LABORATORIES INC:1109629

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Base Period Total CPFF Ceiling Amount is                      Line Item Costs Total Base Period FFP and CPFF                      Ceiling Amount is Line Item Costs</p> <p>Line # 1 Base Period. Firm Fixed Price. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 9/26/2019 - 7/30/2020 is fully funded in the amount of                      Line Item Costs</p> <p>Line #2 Base Period. Cost Plus Fixed Fee. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 9/26/2019 - 7/30/2020 is incrementally funded in the amount of                      Line Item Costs</p> <p>Total funding to date is \$886,230.00.</p> <p>Option Period Listing:                      Option Period 1: 7/31/2020 - 7/30/2021                      Option Period 2: 7/31/2021 - 7/30/2022                      Option Period 3: 7/31/2022 - 7/30/2023                      Option Period 4: 7/31/2023 - 7/30/2024</p> <p>Period of Performance: 09/26/2019 to 07/30/2020</p>				
1	<p>Base Period. Firm Fixed Price. Operation and Maintenance of the Alamogordo Primate Facility (APF)                      Period of Performance: 9/26/2019 - 7/30/2020                      FFP Fully Funded Amount: Line Item Costs                      Obligated Amount: Line Item Costs                      Delivery To: 956/Sheri Hild                      Product/Service Code: R499                      Product/Service Description: SUPPORT-PROFESSIONAL: OTHER</p> <p>Project Data:                      138542.1.HNAW92 OD DPCPSI ORIP DCM DIVISION OF COMPARATIVE MEDICINE.2512 MGMT PROF SPRT SVC OTHER.07/24/2019                      Accounting Info:                      Continued ...</p>				Line Item Costs

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NAME OF OFFEROR OR CONTRACTOR  
 CHARLES RIVER LABORATORIES INC:1109629

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2	08024620191DA0.2019.42.A100.HNAW920000C.E.00515.40 6.9999.2512.610001.9999.9999.9999 Funded: <input type="text" value="Line Item Costs"/>  Base Period. Cost Plus Fixed Fee. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 9/26/2019 - 7/30/2020 CPFF Incrementally Funded Amount: <input type="text" value="Line Item Costs"/> Delivery To: 956/Sheri Hild Fully Funded Obligation Amount: <input type="text" value="Line Item Costs"/> Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER  Project Data: 138542.1.HNAW92 OD DPCPSI ORIP DCM DIVISION OF COMPARATIVE MEDICINE.2512 MGMT PROF SPRT SVC OTHER.07/24/2019 Accounting Info: 08024620191DA0.2019.42.A100.HNAW920000C.E.00515.40 6.9999.2512.610001.9999.9999.9999 Funded: <input type="text" value="Line Item Costs"/>				<input type="text" value="Line Item Costs"/>
3	Option Period 1. Firm Fixed Price. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2020 - 7/30/2021 FFP Amount: <input type="text" value="Line Item Costs"/> Delivery To: 956/Sheri Hild Option Line Item Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				
4	Option Period 1. Cost Plus Fixed Fee. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2020 - 7/30/2021 CPFF Amount: <input type="text" value="Line Item Costs"/> Delivery To: 956/Sheri Hild Option Line Item Product/Service Code: R499 Product/Service Description: SUPPORT-Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
 CHARLES RIVER LABORATORIES INC:1109629

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5	PROFESSIONAL: OTHER  Option Period 2. Firm Fixed Price. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2021 - 7/30/2022 FFP Amount: <input type="text" value="Line Item Costs"/> Delivery To: 956/Sheri Hild Option Line Item Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				
6	Option Period 2. Cost Plus Fixed Fee. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2021 - 7/30/2022 CPFF Amount: <input type="text" value="Line Item Costs"/> Delivery To: 956/Sheri Hild Option Line Item Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				
7	Option Period 3. Firm Fixed Price. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2022 - 7/30/2023 FFP Amount: <input type="text" value="Line Item Costs"/> Delivery To: 956/Sheri Hild Option Line Item Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				
8	Option Period 3. Cost Plus Fixed Fee. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2022 - 7/30/2023 CPFF Amount: <input type="text" value="Line Item Costs"/> Delivery To: 956/Sheri Hild Option Line Item Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
 CHARLES RIVER LABORATORIES INC:1109629

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9	Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER  Option Period 4. Firm Fixed Price. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2023 - 7/30/2024 FFP Amount: <span style="border: 1px solid black; padding: 2px;">Line Item Costs</span> Delivery To: 956/Sheri Hild Option Line Item Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				
10	Option Period 4. Cost Plus Fixed Fee. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2023 - 7/30/2024 CPFF Amount: <span style="border: 1px solid black; padding: 2px;">Line Item Costs</span> Delivery To: 956/Sheri Hild Option Line Item Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				

## Statement of Work

**Title:** *Operation and Maintenance of the Alamogordo Primate Facility (APF)*

**Program:** *National Institutes of Health (NIH) / Office of the Director (OD) / Office of Research Infrastructure Programs (ORIP)*

**NAICS CODE:** *541940 --Professional, Scientific, and Technical Services-- Veterinary Services*

### BACKGROUND INFORMATION

The National Institutes of Health (NIH) and the U.S. Air Force (USAF) have an agreement to house and care for chimpanzees at the facility named Alamogordo Primate Facility located on the Holloman Air Force Base (HAFB) in Alamogordo, New Mexico. The National Institutes of Health (NIH) requires a Contractor to operate and maintain the APF and its animal care and use program. MAINTENANCE OF CHIMPANZEES IS REQUIRED; NO RESEARCH IS ALLOWED. The Contractor's personnel must clear background checks performed by HAFB and the Contractor must be approved by HAFB to enter the facilities as the APF occupies a series of closely located buildings on the HAFB. Each of Buildings [Redacted by agreement] can house approximately 72 animals, in 12 dens holding approximately 6 animals each. Thus, the theoretical capacity is approximately 288 chimpanzees.

The current primate population at APF is expected to be between 40 to 50 aged chimpanzees housed in single sex groups. Most of the chimpanzees have been exposed to viruses such as hepatitis C virus (HCV) and human immunodeficiency virus (HIV), or both. The animals have disease complications associated with aging, including cardiovascular disease, renal disease, diabetes, hepatitis, arthritis, obesity, and uterine masses. Most have comorbidities. These chimpanzees need to be routinely monitored and medically managed with an emphasis on the animal's quality of life. Few of the chimpanzees are vasectomized or implanted with Norplant. NO MORE ANIMALS CAN BE BROUGHT ON BASE. Any NIH-owned animals taken off the base cannot be returned to the base. The number of chimpanzees is expected to decrease over time as they die due to natural causes or are humanely euthanized in accordance with quality of life guidelines.

### OWNERSHIP ISSUES

The NIH will retain title to the chimpanzees. There is no requirement or expectation for the Contractor to take title to the chimpanzees. However, any chimpanzee that is born at APF shall be owned and supported financially by the Contractor.

### DESCRIPTION OF EXISTING FACILITIES AND RESOURCES

The APF occupies a series of closely located buildings on the HAFB. Each of Buildings [Redacted by agreement] [Redacted by agreement] can house approximately 72 animals, in 12 dens holding approximately 6 animals each. Building [Redacted by agreement] is a smaller animal housing area. Thus, the theoretical caging capacity is approximately 288 chimpanzees. Mechanical support for buildings [Redacted by agreement] is provided by equipment in Building [Redacted by agreement]. Buildings [Redacted by agreement] were built and first occupied in the 1990s and are reasonably well preserved and functional. Building [Redacted by agreement] houses a clinic and nearby Building [Redacted by agreement] contains a necropsy area. Building [Redacted by agreement] near the primary facilities houses a welding and repair shop. Various site and building schematics of the above buildings are available from the Contracting Officer. The housing in [Redacted by agreement] meets or exceeds required size minimums and is a valuable facility that is worth repairing as necessary. If repairs are required to a specific area housing up to 24 animals, there is sufficient capacity within Buildings [Redacted by agreement] to move animals to allow repairs to be completed.

At a time agreeable to the Contracting Officer's Representative (COR), but not later than 30 calendar days after contract implementation, the Contractor shall conduct an inventory of major equipment already on-site at the APF. The Contractor and the Government will determine the working order, condition and value of all major pieces of equipment, and the Contractor shall request permission to charge the contract for the repair of any necessary items not in working order. Title to all equipment purchased with contract funds shall vest in the Government, so that this equipment is available for use in any follow-on contract. The Contractor shall be responsible for the routine operation and maintenance of all equipment used in the contract.

## **REQUIREMENTS**

All Contractor vehicle drivers shall possess a valid driver's license and must have a safe driving record with no evidence of DWI or DUI. The Contractor shall maintain a certificate of vehicle liability insurance for all Contractor vehicles operated at the APF for the duration of this contract. Animals may only be transported in Contractor vehicles specifically designated for this use. Personal vehicles are not to be used. Contractor personnel must comply with all HAFB policy and procedures regarding use of vehicles on the base.

**PERSONNEL** – The NIH concurs with the designation of required staff as indicated by the Contractor.

The Contractor shall possess and maintain fiscal-management expertise, long-term financial stability, and management expertise to care for groups of aged chimpanzees ( $\leq 50$  animals). The Contractor shall demonstrate capabilities of medical management of chimpanzees with various illnesses associated with aging. This includes, but is not limited to, medical management of cardiovascular and renal disease, diabetes, hepatitis; pain management associated with arthritis and uterine masses; and management of obesity. All personnel must clear background checks performed by HAFB. The Director and Clinical Veterinarian are considered key personnel.

**CONSULTANTS AND NECROPSY SERVICE**- The perceived advantage of having consultants is that they would not have to be retained as full-time employees, and some would not necessarily have to be located in New Mexico. An off-site veterinary pathologist and related services (such as those available from other locations of the Contractor) may be needed to necropsy animals, and process and interpret necropsy tissues.

**ON-SITE TRAINING** - New hire training and periodic refresher training for all employees will be needed for employees at all levels. Guidance regarding these issues can be obtained from the Office of Laboratory Animal Welfare (OLAW), the Guide for the Care and Use of Laboratory Animals (most current version; Guide), American Association for Laboratory Animal Science (AALAS), American College of Laboratory Animal Medicine (ACLAM), and Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC).

**ANIMAL CARE** - In accordance with the current NIH-held Animal Welfare, APF contractor staff shall receive training comparable to that provided by the Associate Director for Training, Education, and Program-Liaison which will be approved by the Director, Office of Animal Care and Use (OACU), and presented by Contractor personnel at the APF.

**MAJOR CHALLENGES** - The major challenges at the APF are related to medical management of the aged chimpanzee population. Many of the animals have comorbidities and these must be managed to assure a high quality of life for individual chimpanzees. The Contractor must submit a Chimpanzee

Quality of Life Plan with their proposal. This plan shall outline the steps undertaken to assess the quality of life of individual chimpanzees and provide guidelines for consideration of euthanasia. Additional challenges are associated with the desert climate with its rapidly fluctuating temperatures, and the biosafety considerations for these chimpanzees. A walk-through every Facility Security for temperature monitoring, security reasons, and gross observation of the animals is required. Protective clothing, appropriate showering, proper waste disposal, and other BL2/BL3 biosafety practices are necessary. Most of the animals have been exposed to viruses such as hepatitis C virus (HCV) and human immunodeficiency virus (HIV), or both. Not all animals exhibit signs of active infection, but all animals should be routinely monitored for infection. Care, diet, housing, and sanitization must comply with the applicable standards of The Chimpanzee Health Improvement, Maintenance, and Protection Act (CHIMP ACT) 42CFR Part 9, specifically:

9.4 a Physical facility policies and design.

9.6 Animal care, well-being, husbandry, veterinary care, and euthanasia.

9.8 Animal records.

9.9 Facility staffing.

9.10 Occupational Health and Safety Program (OHSP) and biosafety requirements.

9.11 Animal transport.

9.12 Compliance with the Standards of Care, USDA and PHS policies and regulations.

9.13 Other federal laws, regulations, and statutes that apply to this part.

The Animal Welfare Act (P.L. 89-544, as amended) Rules and Regulations published in the Code of Federal Regulations (CFR), Title 9 (Animals and Animal Products), Chapter 1, Subchapter A (Animal Welfare), Parts 1, 2, and 3 (AWRs); Public Health Service Policy on Humane Care and Use of Laboratory Animals (PHS Policy); and Guide for the Care and Use of Laboratory Animals.

DIET - Standard commercially available chow supplemented with fresh fruits and vegetables.

SANITATION - Hosing of floors 2 times/day, periodic pressure washing of den surfaces in accordance with The Guide for the Care and Use of Laboratory Animals (NRC 2011).

HEALTH CARE - Periodic physicals (at least annual) and TB testing for all chimpanzees, blood sampling and shipping for off-site HIV and HCV testing, standard vaccinations and other standard preventative health care for chimpanzees, veterinary care for existing medical conditions as well as unexpected health problems and wounding from den-mates, and instances of euthanasia when ordered by a veterinarian considering the best interests of an individual chimpanzee. The Contractor must submit a Chimpanzee Quality of Life Plan with their proposal. This plan shall outline the steps undertaken to assess the quality of life of individual chimpanzees and provide guidelines for consideration of euthanasia.

PREVENTION OF BREEDING/GROUPING OF CHIMPANZEES - The animals have already been divided into dens containing animals of the same sex, and this shall continue to be the primary method used to prevent breeding. In this case, some shields may need to be placed to prevent inter-den copulation. However, since non-single housing is a primary need for environmental enrichment, and not all adult male chimpanzees can be cohoused with other male chimpanzees, other allowable methods to prevent breeding can include vasectomy, tubal ligation, Norplant implants, and pregnancy terminations. NIH expects that no conceptions of chimpanzees at the APF will occur, and for surgical terminations to be performed if they do occur. Any chimpanzee that is born at APF shall be owned and supported financially by the Contractor. The Air Force will require that any chimpanzee that is born at the APF be removed to the Federal Sanctuary at the earliest time possible. The Contractor will follow the procedures outlined for acceptance of Non-Federal chimpanzees to the Federal Sanctuary as described in the CHIMP Act, in accordance with applicable standards cited above.

**ENVIRONMENTAL ENRICHMENT** - Environmental enrichment will be provided to all animals. A primary need of chimpanzees is to be housed with other conspecifics whenever possible. The chimpanzees shall be allowed access to the outdoors when climatically advisable and be provided indoor shelter when necessary. Buildings Redacted by agreement each include 12 dens with indoor and outdoor sections that together hold approximately 6 animals per den.

**INFORMATION TECHNOLOGY** –Records shall be maintained on all animals, to include both behavioral and clinical health records. Security procedures such as the use of passwords and backup copies, and LAN system implementation and maintenance shall be performed.

**CLINICAL LAB ACCESS** - Access to on-site or off-site clinical lab capabilities is necessary to maintain the health of the chimpanzees.

**NECROPSY** - The APF chimpanzee population is aged and the existing animals will likely die over the course of this contract. As specified in the Memorandum of Understanding between the Director, ORIP and the Deputy Director of Intramural Research, any instances of animal death or injury must be reported by phone or email to the Contracting Officer's Representative (COR) and the Director, NIH OACU, within 24 hours. Any such incidents deemed to be significant deficiencies according to PHS Policy will be verbally reported to OLAW and followed-up in writing upon completion of appropriate Animal Care and Use Committee (ACUC) investigations and implementation of corrective actions. In the case of a death from an unknown cause, a necropsy must be done under BSL2 containment.

**ADMINISTRATIVE** - NIH staff believe that a variety of logistical methods mixing on-site and off-site capabilities can be used to satisfy administrative requirements. Various types of umbrella liability, employee injury, renter's insurance for damage to the buildings and theft of contents, vehicle insurance, etc. will be obtained as needed by the Contractor. One definite need is that all costs for operating and maintaining the APF must receive separate accounting from other costs to the Contractor for other sites and tasks. Inspections by the COR and/or Contracting Officer are to be expected, but it is not likely that a NIH representative will usually be located on-site.

**USDA, OLAW, AAALAC** - Intramural NIH's Animal Welfare Assurance includes the APF and expects the APF to hold a United States Department of Agriculture (USDA) R Registration for the APF and continue to be subject to courtesy inspections. It is expected that both USDA and AAALAC, International representatives will periodically visit the APF and issue reports to the Contractor and NIH. Major Alterations and Renovations may be needed to the APF to correct deficiencies that the USDA may categorize as "must be replaced or repaired." The Contractor will be responsible for obtaining estimates for these repairs, and the work scope of the contract and funds for its completion will be modified through the contract as necessary. After discussion with NIH staff members, deficiencies identified during AAALAC, International site visits will be addressed. The APF will continue to maintain accreditation by AAALAC, International. In addition, as noted in NIH POLICY MANUAL 3040-2 ANIMAL CARE AND USE IN THE INTRAMURAL PROGRAM, please see (<http://oacu.od.nih.gov/NIHpolicy/3040-2.pdf>), the NIH Director of OACU will review and approve all animal facility renovation plans.

A license from the Drug Enforcement Agency to one or more veterinary staff of the APF for the use of drugs in chimpanzees at the APF will be required.

**ACUC** - Since Intramural NIH holds the Animal Welfare Assurance, the designees of this subdivision of NIH will manage the ACUC in accordance with the Memorandum of Understanding between the Director of ORIP and the Deputy Director of Intramural Research. The ACUC will be constituted and meet in New Mexico, and will provide the functions required by OLAW, USDA, and NIH Policy Manual

3040-2. Standard reports from the ACUC are required to be filed with the COR and Director, NIH OACU (The Animal Welfare Act (P.L. 89-544, as amended) Rules and Regulations published in the Code of Federal Regulations (CFR), Title 9 (Animals and Animal Products), Chapter 1, Subchapter A (Animal Welfare), Parts 1, 2, and 3 (AWRs); Public Health Service Policy on Humane Care and Use of Laboratory Animals (PHS Policy); and Guide for the Care and Use of Laboratory Animals (NRC 2011; Guide). Members from the Contractor's staff and outside members with appropriate qualifications will be appointed by the Director of the Office of Research Infrastructure Programs, to serve on the ACUC. As specified in the Memorandum of Understanding between the Director, ORIP and the Deputy Director of Intramural Research, any instances of animal death or injury must be reported by phone or email to both the COR and the Director, NIH OACU, within 24 hours. Any such incidents deemed to be significant deficiencies according to PHS Policy will be verbally reported to OLAW and followed-up in writing upon completion of appropriate ACUC investigations and implementation of corrective actions.

**PAYROLL/TAXES/HIRING+TERMINATION/BILLING/PURCHASING** - The offeror's proposal shall describe an acceptable plan of on-and off-site sources that shall accomplish these tasks. The plan will be discussed during negotiations and will be incorporated into the contract upon award.

**Minimal Staffing Plan** - The plan must be provided with the proposal for evaluation by the technical evaluation panel and will be incorporated into the contract upon award.

The Contractor shall be responsible for the selection, professional certifications, maintenance of valid and appropriate licensures, assessment, supervision, management, and control of employees in performance of the Statement of Work. When necessary to ensure continued satisfactory performance of the required services, the Government will request, and the Contractor shall replace any person under this contract due to inappropriate behavior, poor performance, misconduct, endangering life, abuse of U.S. Government property or inhumane treatment of animals.

The Contractor shall provide veterinary care and husbandry service necessary to properly maintain chimpanzees 24 hours a day, 7 days a week, every day of the year, including weekends and Government holidays. Contractor staff shall be designated essential employees, and at least a minimal staff shall report for duty every day of the year, including periods of inclement/severe weather or other adverse working conditions. The Contractor shall observe the same holidays as the Federal Government.

The Contractor shall document actual employee hours worked by use of a time sheet, time clock, or other time keeping method, and shall only bill for actual hours worked for overtime and cost reimbursable Contract Line Item Numbers. Overtime and holiday pay are expected but shall be justified. The Contractor shall maintain a flexible work schedule and shall use a cost-effective method of providing essential coverage after normal working hours, on weekends, Government holidays, and other periods of Government closure, and may include staggered or alternative schedules. The Contractor shall organize the workforce in a way that critical functions are performed even when unforeseen absences of personnel occur.

**SECURITY** - The Contractor shall ensure that an effective security system and procedures are in place at the AFP and procure and establish these if necessary. The Government is not liable for the loss of personal possessions of the Contractor or its staff. The HAFB has a manned guard booth that restricts vehicular access to the large HAFB. During non-regular business hours, a walk-through of the various APF buildings every Facility Security for temperature monitoring, security reasons, and gross observation of the animals is required. Plans for Facility Security Facility Security shall be approved in advance by the APF ACUC and the COR, and be Facility Security

submitted to the Director, NIH OACU. It is expected that the person performing the walk-through shall

Facility Security

WRITTEN STANDARD OPERATING PROCEDURES (SOPS) - SOPs shall be written that cover most aspects of animal care and health, occupational safety and health for the staff, and for reporting and administrative requirements. SOPs relevant to OSH shall be approved by the Nurse/OSH Director, and SOPs relevant to Animal Care shall be approved by the ACUC. These must be submitted for approval within 30 days of award.

ADVISORY COMMITTEE - The Contractor shall set up an advisory committee of 5-6 members that shall periodically (at least annually) review the APF's operation and serve as an advisory body for programmatic issues. These individuals should have expertise in animal facility maintenance or oversight of large nonhuman primates, chimpanzee expertise preferred. Appointment individuals shall not have a perceived financial or other conflict of interest. Plans for possible facility repairs, major or minor, should be presented to the advisory committee. The COR has the right to refuse the appointment of any named member that the COR believes would be disruptive to the functioning of the committee or be detrimental to NIH's interests.

OCCUPATIONAL SAFETY AND HEALTH (OSH)/ ANIMAL EXPOSURE SURVEILLANCE PLAN (AESP) - This plan shall be submitted with the proposal for evaluation by the technical evaluation panel.

The Contractor shall provide an effective training program in occupational safety and health. Prior to commencing any work, employees shall be properly trained in safe practices and informed of potential hazards by Contract managers and supervisors. The Contractor shall be responsible for insuring their staff are provided with, understand, and follow those safety instructions.

Specific areas to be covered shall include, but not be limited to: i) Safety procedures when working with chimpanzees, ii) Emergency response and first aid training, iii) Safe handling of biohazardous material, iv) Waste management procedures, v) Hazard containment and spill clean-up procedures, vi) Fire safety and extinguisher use training, vii) Respirator use (when appropriate), viii) Use of Material Safety Data Sheets (MSDS), ix) Use of biosafety cabinets and fume hoods, when appropriate, x) Safe operation of powered equipment, xi) Proper lifting techniques, xii) Hazards of drug and alcohol abuse in the workplace.

The Contractor shall provide continuing training to address safety and health issues specific to the Statement of Work.

The Contractor shall provide the COR a detailed Safety and Health Training Plan for ongoing training for Contractor personnel thirty (30) calendar days after contract implementation.

Other training may be identified by the Government or Contractor as needed. The Contractor shall submit all requests for additional training and associated costs to the COR for approval.

The Contractor shall establish and implement safety and health controls to protect the life and health of all persons on the Contract job site. The Contractor shall implement a Safety and Health Plan in accordance with the Contractor's corporate personnel policies, with Federal laws, and with Air Force policies and procedures. The plan shall detail possible dangers that may be encountered while performing the job, proper protective equipment and procedures to be used, and an emergency plan in case of an accident. The Contractor shall be responsible for and shall comply with the following requirements:

- Establish proper safety and health precautions to protect the work site, employees, other personnel frequenting the work site, animals, and the property of others;
- Instruct all employees in appropriate safety practices and inform them of all hazards associated with their work before the work commences;
- Provide all necessary insurance for the nature of the work employees shall be required to perform under this Contract;
- Provide employees with appropriate occupational medical care;
- Provide employees with the appropriate protective clothing and equipment;
- Document and immediately report all safety hazards to the COR;
- Document and immediately report all incidents or accidents to the COR;
- Take any additional safety measures that the COR or Contracting Officer may direct by written order.

The Contractor shall establish an Occupational Medical Program and provide employees with appropriate medical care to include pre-employment evaluations, occupational medical surveillance, and job-related emergency treatment.

The Contractor shall conduct a pre-placement medical evaluation to determine if the applicant is currently medically and physically able to fulfill the requirements of the position without risk of injury or illness to themselves, other individuals or the animals; provide the applicant with position-related health and safety information; and provide the applicant with appropriate immunizations to reduce the risk of a work-related infection. The pre-placement medical evaluation shall include: i) Occupational medical history, ii) Safety and health counseling, iii) Pre-employment drug screen, iv) Tetanus screening (immunization within last 10 years), v) Baseline audiogram for employees exposed to elevated noise levels, vi) Pulmonary function for employees required to wear full face respirators, vii) Other appropriate immunizations and screenings determined by the species (chimpanzees) and potential hazards (HIV, HCV, Hepatitis B virus [HBV] and possibly Hepatitis A virus [HAV]) that the contract employee will be exposed.

The Contractor shall establish an Occupational Medical Surveillance Program. Employees shall be required to participate in this program if they are involved in the direct care of animals or their living quarters, or have direct contact with live or dead animals, their viable tissues, body fluids or waste. The Contractor's Occupational Medical Surveillance Program shall be organized so that the level of surveillance is appropriate for the species and potential hazard that the contract employee will be exposed to, e.g., i) Chimpanzees, ii) Chimpanzee tissues.

Routine analysis of serum for Contractor employees is not required after the baseline screening performed during the pre-placement medical evaluation as described above. However, the Contractor shall collect and analyze serum if a contractor employee sustains an injury involving percutaneous or mucous membrane exposure to blood or body fluids of chimpanzees. Additionally, as part of the routine Occupational Medical Surveillance Program, Contractor may perform an annual screening for potential hazards as described above (e.g., HIV, HCV, Hepatitis B virus [HBV] and possibly Hepatitis A virus [HAV]).

PREEMPLOYMENT PHYSICAL EXAMS, HEALTH SCREENING, and VACCINATIONS for hepatitis B, measles, vaccinia, mumps, and rubella are needed, as appropriate for each individual employee. Contractor personnel entering the HAFB shall comply with all relevant HAFB Health and Safety requirements. Persons having active tuberculosis shall be excluded from work with contract

chimpanzees. All appropriate personnel shall be immunized against hepatitis A and C viruses, HIV, and other relevant diseases as safe and effective vaccines become available.

CONTINUED HEALTH SURVEILLANCE - A schedule for periodic TB testing and revaccination of employees with chimpanzee contact shall be followed.

EMERGENCY CARE plans on a 24/7 basis shall be maintained and provided to all employees.

PREEMPLOYMENT AND CONTINUED TRAINING REGARDING OSH for microbiological biosafety and prevention of chimpanzee-related injuries is necessary.

WASTES - At present, urine and feces from the chimpanzees are treated at the same sewage treatment plant that receives potentially HIV and HCV contaminated-human sewage. Sharps such as hypodermic needles, soiled personnel protective equipment, and animal tissues that are potentially biohazardous must be appropriately treated and disposed, probably through an appropriate commercial company such as Specific Private Vendor of El Paso, Texas.

REPORTS – Monthly and Annual Progress Reports shall be submitted to the COR, Contracting Officer, and the Director, NIH OACU. Monthly reports shall cover a summary of activities related to: Administration, Veterinary Care, Animal Husbandry, Facility Maintenance, and Colony Census. The annual report shall include these same topics with more in-depth reporting to include colony details and ACUC meeting minutes.

## **FACILITIES OPERATION, MAINTENANCE AND MODERNIZATION**

MAINTENANCE - Maintenance and minor repairs to the interior and exterior, and for general maintenance of the APF shall be performed. The Contractor shall develop a proactive method by which necessary major repairs are identified, evaluated, and implemented in a timely manner. The ACUC shall be involved in oversight of repairs. The methods for this are expected to vary depending on the scope and severity and expense of the repair. Repairs requiring extensive cost shall be reviewed and approved by the COR/CO prior to initiating work.

USDA INSPECTIONS - The Contractor shall be responsible for ensuring the APF complies with standards established by the U.S. Department of Agriculture (USDA) and the Public Health Service (PHS). However, major Alterations and Renovations may be needed to the APF to correct deficiencies that the USDA may categorize as "must be replaced or repaired." The Contractor shall be responsible for obtaining estimates for these repairs, and the work scope of the contract and funds for its completion will be modified as necessary. After discussion with NIH staff members, deficiencies identified during AAALAC, International site visits will be addressed. The APF shall maintain accreditation by AAALAC, International. As noted in the NIH Policy Manual 3040-2, the NIH Director OACU will review and approve all animal facility renovation plans.

RENT - The lease of the APF buildings to NIH and sublease to the contractor is expected to cost no more than \$1/yr.

UTILITIES - As discussed in the Use Permit, the Air Force will provide electricity, gas, water, and disposal of wastewater up to a designated cost per month. Any costs above this designated cost per month will be paid by NIH via the contract, unless the Contractor has been negligent in the use of utilities.

REQUESTS FOR TOURS AND CONGRESSIONAL/MEDIA INTEREST - As discussed in NIH Policy Manual 3040-2, NIH animal facilities have controlled access and shall not be opened to the public, for a variety of reasons. Requests by outside individuals or groups to visit NIH animal facilities shall be coordinated through the OACU, Office of Intramural Research, the Division of Police, Office of Research Services, and the COR. The COR and the NIH Office of Communications and Public Liaison shall be notified, in writing, of all such requests.

Requests for information or inquiries/allegations regarding activities at the APF to the Contractor shall be forwarded to the Director, ORIP, or designee, who will promptly notify the NIH OACU of any inquiries that lead to or that have public, media, or congressional interest. All information and data related to this contract that the contractor gathers or obtains shall be both protected from unauthorized release and considered the property of the government.

### **OPTION FOR ADDITIONAL SERVICES**

Options for additional services may be exercised solely at the Government's discretions and can only be implemented via express written authorization from the Contracting Officer.

SHIPPING OF ANIMALS TO OTHER LOCATIONS - If and when the NIH directs the Contractor to relocate chimpanzees from APF to the Federal Sanctuary, shipping of chimpanzees must comply with the Animal Welfare Act, Title 9, Subchapter A, Part 3, Transportation Standards, and Current CDC General Guidelines for Handling Nonhuman Primates During Transit and Quarantine. If the APF animals are transferred to the Federal Sanctuary, all medical records shall be transferred to the Federal Sanctuary and remain with the animals. It is anticipated that all animals currently residing at the APF facility will die of natural causes or be transferred to the Federal Sanctuary System before contract expiration. CDC and USDA regulations and considerations for shipping of chimpanzees must be followed.

### **OTHER COSTS**

COSTS - No invasive biomedical research shall be required or allowed under this contract and no direct or indirect costs for any independent research and development project can be charged to this contract.

UNPREDICTABLE COSTS TO THE CONTRACTOR - If the Contractor notes, or the USDA identifies, deficiencies that require major repairs or corrections to the buildings, then the costs of such repairs and/or corrections will be additive to the planned cost of the contract.

PREDICTABLE COSTS TO THE CONTRACTOR - NIH will pay for maintenance of essential professional, technical, and administrative infrastructure, plus equipment, supplies, travel, etc. The use of "per diem" charges for daily care of the chimpanzees does not appear to be a preferable method for computing costs to the contract.

### **TRAVEL**

Upon the Contracting Officer's approval, the professional staff described above may attend 1 professional meeting per year at the Contract's expense. The veterinary staff must stagger this attendance to allow coverage of the APF. The Contractor is not required to have staff on-site 24/7, but NIH does expect that staff would respond to any unforeseen event that occurs outside of regular hours.

Only travel related to continuing education conferences for appropriate personnel will be considered for approval on incoming invoices.

### **MANDATORY CRITERIA**

Chimpanzees require significant attention to psychological and social environments. In addition, nonhuman primates can carry a variety of zoonotic agents that can be transmitted to humans and other non-infected animals. For example, some of these infectious agents, such as hepatitis B and C viral agents, may have been acquired through previous exposure and may persist in the animal for a significant period of its lifetime. These potential risks increase the importance of identifying infectious hazards for humans working with nonhuman primates. Therefore, the offeror must demonstrate the following:

- 1) The ability to comply with the federal laws, regulations and policies governing the care of chimpanzees, including: The Chimpanzee Health Improvement, Maintenance, and Protection Act; The Animal Welfare Act (P.L. 89-544, as amended) Rules and Regulations published in the Code of Federal Regulations (CFR), Title 9 (Animals and Animal Products), Chapter 1, Subchapter A (Animal Welfare), Parts 1, 2, and 3 (AWRs); Public Health Service Policy on Humane Care and Use of Laboratory Animals (PHS Policy); Guide for the Care and Use of Laboratory Animals (most current version; Guide); Biosafety in Microbiological and Biomedical Laboratories (5<sup>th</sup> Edition, CDC-NIH, 2009; BMBL); Occupational Health and Safety and Use of Nonhuman Primates (NRC 2003); Chimpanzees in Research, Strategies for their Ethical Care, Management, and Use (NRC 1997); AVMA Guidelines for the Euthanasia of Animals: 2013 Edition; The Psychological Well-Being of Nonhuman Primates, (NRC 1998); and 29 CFR 1910.1030, Bloodborne Pathogen Standard.
- 2) Proper experience in the identification, handling, and maintenance of infected chimpanzees.
- 3) Proper experience and knowledge of nonhuman primate infectious agents, including hepatitis B and C viral agents.

No proposals will be considered without demonstrating these specifications.

### **PLACE OF PERFORMANCE**

Alamogordo Primate Facility, Holloman Air Force Base in Alamogordo, NM 88330.

## EVALUATION FACTORS FOR AWARD

The major factors for this solicitation include technical (which encompasses experience), past performance and cost/price. Offerors are advised that the award will be made to that offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective Contractor in relation to the needs of the project set forth in the solicitation. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of this solicitation. Offerors must submit information sufficient to evaluate proposals based on the detailed criteria listed below

**Evaluation Factor 1:** Competence in the operation and maintenance of a chimpanzee facility conforming to all Federal laws, Federal policies, National Resource Council (NRC) and Institute for Laboratory Animal research (ILAR) recommendations.

Weight: 40

- Adequacy of proposed procedures for veterinary care and animal husbandry of approximately 40 to 50 aged chimpanzees, many with comorbidities; dealing with biohazards; obtaining IACUC approvals; preventing the APF chimpanzees from breeding; and adequacy of the Chimpanzee Quality of Life Plan.
- Ability to comply with all applicable Federal and State laws and regulations pertaining to the acquisition, registration, care disposition, and transportation of nonhuman primates.
- Adequacy of the proposed administration infrastructure, either on-site at the APF or at the Contractor's main facility, that will adequately support the veterinary and technical services.
- Adequacy of plans to maintain the facilities within appropriate regulations and guidelines for the care of chimpanzees.
- Experience in and technical approach for fulfilling the following requirements:
  - a. Routine care, housing, nutrition, hygiene of chimpanzees.
  - b. Sanitation and cleaning of the equipment and facilities.
  - c. Environmental monitoring of facilities, including vermin control and security.
  - d. Animal health surveillance, observations, identification, written and computerized record keeping.
  - e. Animal handling (including animals infected with human pathogens), restraint, clinical procedures, and euthanasia.
  - f. Veterinary medical assistance, treatments/medications, diagnose of diseases, medical management of multiple diseases, including treatment with multiple medications (consideration of drug-drug interactions and contraindications), induction of anesthesia and surgical assistance.
  - g. Clinical laboratory technical support.
  - h. Animal transportation within APF.
  - i. Environmental enrichment for chimpanzees.
  - j. Maintenance of equipment and supplies or other logistical support.
  - k. Clerical and data entry support.
  - l. Appropriate management oversight.

**Evaluation Factor 2:** Expertise and experience of proposed professional and support personnel.

Weight: 30

Personnel must possess extensive experience in nonhuman primate medicine, specifically chimpanzees, and infectious diseases. The Principal Investigator/Director and clinical veterinarian are considered key personnel and will be evaluated, as appropriate, with respect to specialty board certification by the American College of Laboratory Animal Medicine, advanced degrees, state veterinary licenses, residency training in laboratory animal medicine, and experience in medical management of aged chimpanzees with comorbidities as well as experience managing a contract of this nature (past performance).

The technical staff (e.g., Colony Manager, Laboratory Supervisor and laboratory animal caretakers) will be evaluated with respect to the American Association for Laboratory Animal Science technician certification and work experience related to aged chimpanzees with serious medical conditions and infected with human pathogens.

This criterion also includes the adequacy of the Contractor's proposed staffing plan, proposed Quality of Life Plan, and proposed OSH training program.

**Evaluation Factor 3: Reports and Records**

Weight: 10

- Demonstrated ability to maintain computerized and detailed animal records at the site.
- Adequacy of plans to contact the Contracting Officer Representative (COR), Contracting Officer (CO) as NIH representatives to report incidents, accidents, injuries or deaths of chimpanzees.
- Demonstrated ability to timely complete monthly and annual reports.

**Evaluation Factor 4: Organizational Commitment**

Weight: 20

- Experience of organization in managing a contract of this nature.
- Evidence of commitment of the organization to provide the management oversight, support, staffing, quality control, assistance, and resources needed to perform the work at the APF.
- Evidence of the organization's willingness to work with the HAFB and submit to background checks and follow all applicable rules and regulations associated with the Air Force Base.

**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES**

The National Institutes of Health (NIH) and the U.S. Air Force (USAF) have an agreement to house and care for chimpanzees at the facility named Alamogordo Primate Facility located on the Holloman Air Force Base (HAFB) in Alamogordo, New Mexico. The National Institutes of Health (NIH) requires a Contractor to operate and maintain the APF and its animal care and use program. MAINTENANCE OF CHIMPANZEES IS REQUIRED; NO RESEARCH IS ALLOWED. The full listing of requirements are described in the attached Statement of Work (SOW).

**ARTICLE B.2. PRICE AND ESTIMATED COST-PLUS FIXED FEE - OPTION**

a. The estimated cost of the Base Period of this contract is as follows:

	<b>Firm Fixed Price (FFP)</b> \$	Estimated Cost	Fixed Fee	<b>Cost Plus Fixed Fee (CPFF)</b> \$	<b>Total FFP and Estimated CPFF</b> \$
<b>Base Period</b>	Estimated Costs				

The base period is funded as follows:

**Line # 1 Base Period. Firm Fixed Price.** Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 9/26/2019 - 7/30/2020 is **fully funded in the amount of**

**Line #2 Base Period. Cost Plus Fixed Fee.** Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 9/26/2019 - 7/30/2020 is **incrementally funded in the amount of**

Total funding to date is **\$886,230.00.**

The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer. Payment shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

- b. Unless the Government exercises its option pursuant to the option clause referenced in ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES, this contract consists only of the Base Period specified in the Statement of Work as defined in SECTIONS C and F, for the price/cost set forth in ARTICLE B.2. of this contract.
- c. Pursuant to FAR Clause 52.217-9 set forth in ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES of this contract, the Government may, by unilateral contract modification, require the Contractor to perform the Option Periods specified in the Statement of Work as defined in SECTIONS C and F of this contract. If the Government exercises these options, notice must be given before the expiration date of the contract. Specific information regarding the time frame for this notice is set forth in the OPTION PROVISION Article in SECTION H of this contract. The price/cost of this contract will be increased as set forth in paragraph d., below.

d. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the Government's total estimated contract amount represented by the sum of the firm fixed price and the estimated cost-plus fixed fee will be increased as follows:

	Firm Fixed Price (FFP) \$	Estimated Cost	Fixed Fee	Cost Plus Fixed Fee (CPFF) \$	Total FFP and Estimated CPFF \$
<b>Base Period – 9/26/2019 – 7/30/2020</b>	Estimated Costs				
Option Period 1 – 7/31/2020 – 7/30/2021					
Option Period 2 – 7/31/2021 – 7/30/2022					
Option Period 3 – 7/31/2022 – 7/30/2023					
Option Period 4 – 7/31/2023 – 7/30/2024					
<b>Total Base Period and Options</b>	Estimated Costs				<b>\$7,428,571.00</b>

**ARTICLE B.3. ADVANCE UNDERSTANDINGS**

Other provisions of this contract notwithstanding, approval of the following items within the limits set forth is hereby granted without further authorization from the Contracting Officer.

Overtime (premium) pay is not to exceed a total of [Itemized Cost] for the base and all option periods.

Consultants and not to exceed amounts are as follows:

Consultants	Base Period	Option Pd. 1	Option Pd. 2	Option Pd. 3	Option Pd. 4
Proprietary Info	[Itemized Cost]				

Scientific Meetings – Travel to general scientific meetings shall not exceed [Itemized Cost] in the Base Period, [Itemized Cost] in Option Period 1, and [Itemized Cost] in Option Period 3.

[Proprietary Info] positions are allocated to the Firm Fixed Price CLIN: [Proprietary Info]  
 [Proprietary Info] Remaining positions are allocated to the Cost Reimbursable CLIN. All overtime labor for all positions and all other costs shall be invoiced under the cost plus fixed fee completion type portion of the contract.

NO RESEARCH shall be performed under this contract; however, the Contractor shall comply with the NIH Policy Manual 3040-2. Animal Care and Use in the intramural Program which is incorporated into this contract and can be found as an attachment in Section J.

**ARTICLE B.4. PROVISIONS APPLICABLE TO DIRECT COSTS**

**a. Items Unallowable Unless Otherwise Provided**

Notwithstanding the clause[s], ALLOWABLE COST AND PAYMENT, [and FIXED FEE,] incorporated in this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

1. Conferences and Meetings
2. Food for Meals, Light Refreshments, and Beverages
3. The Contractor shall not use contract funds to purchase promotional items. Promotional items include but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/ folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees. This includes items or tokens given to individuals as these are considered personal gifts for which contract funds may not be expended.
4. Acquisition, by purchase or lease, of any interest in real property;
5. Special rearrangement or alteration of facilities;
6. Purchase or lease of **any** item of general-purpose office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
7. Travel to attend general scientific meetings;
8. Foreign travel;
9. Consultant costs;
10. Subcontracts;
11. Patient care costs;
12. Accountable Government Property (defined as non-expendable personal property with an acquisition cost of \$1,000 or more) and "sensitive items" (defined as items of personal property (supplies and equipment that are highly desirable and easily converted to personal use), regardless of acquisition value.
13. Printing Costs (as defined in the Government Printing and Binding Regulations).

**b. Travel Costs**

1. The Contractor shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.2 - Contracts with Commercial Organizations, Subsection 31.205-46, Travel Costs.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### ARTICLE C.1. DESCRIPTION-STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Description, dated 7/30/2019, set forth in SECTION J-List of Attachments, attached hereto and made a part of this contract.

### ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format to the Contracting Officer.

All electronic reports submitted shall be compliant with Section 508 of the Rehabilitation Act of 1973. Additional information about testing documents for Section 508 compliance, including guidance and specific checklists, by application, can be found at: <http://www.hhs.gov/web/508/index.html> under "Making Files Accessible."

#### a. Technical Reports

In addition to those reports required by the other terms of this contract, the Contractor shall prepare and submit the following reports during the period of performance of this contract:

*[Note: Beginning May 25, 2008, the Contractor shall include, in any technical progress report submitted, the applicable PubMed Central (PMC) or NIH Manuscript Submission reference number when citing publications that arise from its NIH funded research.]*

#### 1. Monthly Progress Report

This report shall include a description of the activities during the reporting period, and the activities planned for the ensuing reporting period. The first reporting period consists of the first full month of performance plus any fractional part of the initial month. Thereafter, the reporting period shall consist of each calendar month.

The first report shall be due ten (10) calendar days following the end of the reporting period. Thereafter, reports shall be due on or before the 10<sup>th</sup> Calendar day following each reporting period.

#### 2. Final Progress Report

A summation of contract operations shall be submitted before the end of the base period and at the end of each exercised option period. These reports shall discuss the general health status of the animals, census status, physical facilities and related administrative activities (e.g. an inventory report) and include all applicable support documents such as the semi-annual IACUC review and site visit report. A general census of animals supported under this contract shall be made available to the COR, this report shall include identification of animals by ID number, name, sex, age, and any changes to, or additional, pertinent information. In addition, all mortality shall be reported along with a summary of relevant health and postmortem records. Also, a description of losses (or additions if inadvertent progeny are born) from the colony shall be included in this report.

#### 3. Summary of Salient Results

The Contractor will be required to prepare and submit, with the final report, a summary (not to exceed 200 words) of salient results achieved during the performance of the contract. This report will be required on or before the expiration date of the contract.

The Contractor shall provide the Contracting Officer with copies of the Final Report in **draft** form (in accordance with the DELIVERIES Article in SECTION F of this contract/ 30 Calendar days prior to the expiration date of this contract.) The Contracting Officer's Representative (COR) will review the draft report and provide the Contracting Officer with comments within 15 Calendar days after receipt. The Final Report shall be corrected by the Contractor, if necessary and the final version delivered as specified in the above paragraph.

**b. Other Reports/Deliverables**

1. **Minimal Staffing Plan** - The Contractor shall provide written procedures for maintaining adequate coverage during inclement weather or periods of other closure. The Minimal Staffing Plan shall be provided to the Contracting Officer and the COR within 30 calendar days of contract award.
2. **Occupational Safety and health Training Plan** - The Contractor shall provide the COR and the Contracting Officer a detailed written program for continuing education in animal facility safety and health requirements. This plan shall be submitted not later than 60 calendar days after contract award.
3. **Initial Occupational Safety and Health Training Assurance Statement** - An assurance statement of completion of the Contractor's initial Occupational Safety and Health Training session containing the signature of each employee adjacent to the date of completion shall be provided to the COR and Contracting Officer. Delivery shall occur within 60 days of the hire date for new personnel.
4. **Incident and Accident Reports** - The Contractor shall provide a detailed written report of all incidents in which Contractor staff sustain an on-the-job-injury or suspected job-related illness. The report shall be provided to the COR, Contracting Officer, and the Commander, 49th Fighter Wing within 10 calendar days of the incident's occurrence.
5. **Equipment Inventory** - The contractor shall conduct an equipment inventory and determine the working order of all major and specialized equipment. The condition of all items shall be noted and submitted in a report to the COR and Contracting Officer within 30 calendar days after contract award.
6. **Animal Death or Injury Report** - The Contractor shall report any instances of animal death or injury to the COR, Contracting Officer and Office of Animal Care and Use (OACU), NIH within 24 hours of the incident.
7. **Congressional / Media Interest Report** - The Contractor shall report any requests for information or inquiries/allegations regarding activities at the APF. The Contractor shall promptly notify the COR and Contracting Officer of any inquiries that may lead to or that have public, media, and/or congressional interest.

**c. Reports shall be sent to the following addresses as specified:**

Deliver to:	No. of Copies
Contracting Officer's Representative (COR): Sheri Hild	One (1) Electronic Copy <a href="mailto:Sheri.hild@nih.gov">Sheri.hild@nih.gov</a>
Contract Specialist: Em'Ria Briscoe	One (1) Electronic Copy <a href="mailto:briscoee@mail.nlm.nih.gov">briscoee@mail.nlm.nih.gov</a>
COPY: Contracting Officer: April Meriwether	One (1) Electronic Copy <a href="mailto:merriwetheran@mail.nih.gov">merriwetheran@mail.nih.gov</a>

## **SECTION D - PACKAGING, MARKING AND SHIPPING**

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name.

## SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, Sheri Hild, PhD is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:  
The National Institutes of Health  
Office of Research Infrastructure Programs (ORIP)  
Bethesda, MD

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

### ONSITE INSPECTIONS

In addition, there may be onsite inspections to ascertain whether there are deficiencies in animal care, to assess the condition of the facility and as otherwise required for full performance of this work. The Contractor will be provided with reports of any site visits. Any responses required by the Contractor will be set forth in these reports.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause **52.246-4, Inspection of Services - Fixed Price** (August 1996).

FAR Clause **52.246-5, Inspection of Services - Cost-Reimbursement** (April 1984).

## SECTION F - DELIVERIES OR PERFORMANCE

### ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The period of performance of this contract shall be from **September 26, 2019 through July 30, 2020**.
- b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this contract, the period of performance will be increased as listed below:

Option	Option Period
Option Period 1	7/31/2020 – 7/30/2021
Option Period 2	7/31/2021 – 7/30/2022
Option Period 3	7/31/2022 – 7/30/2023
Option Period 4	7/31/2023 – 7/30/2024

### ARTICLE F.2. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in the Statement of Work Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in the REPORTING REQUIREMENTS Article in SECTION C of this contract will be required to be delivered F.o.b. Destination as set forth in FAR 52.247-35, F.o.b. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below [and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of this contract]:

Item	Description	Quantity	Delivery Schedule
(1)	Monthly Progress Report	Electronic copy	Due within ten (10) calendar days following the end of the reporting period
(2)	Final Progress Report	Electronic copy	Due before the end of the Base period and each exercise option period
(3)	Minimal Staffing Plan	Electronic copy	Due within thirty (30) calendar days of contract award
(4)	Occupational Safety and Health Training	Electronic copy	Due within sixty (60) calendar days of contract award
(5)	Initial Occupational Safety and Health Training Assurance statement	Electronic copy	Due within sixty (60) calendar days of the hire date for new personnel
(6)	Incident and Accident Reports	Electronic copy	Due within ten (10) calendar days of the incident / accident occurrence

Item	Description	Quantity	Delivery Schedule
(7)	Equipment Inventory	Electronic copy plus	Due within thirty (30) calendar days of contract award
(8)	Animal Death or Injury Report	Electronic copy	Due within 24 hours of the incident's occurrence
(9)	Congressional/Media Interests Reports	Electronic copy	Due within three (3) working days of the inquiry
(10)	Information Security Reporting Requirements	Electronic copy	As specified in Section C

b. The above items shall be addressed and delivered to:

Addressee	Deliverable Item No	Quantity
Sheri Hild, Office of Research Infrastructure Programs (ORIP) <a href="mailto:sheri.hild@nih.gov">sheri.hild@nih.gov</a>	1-10	1
Em'Ria Briscoe, Office of Acquisitions, NLM <a href="mailto:briscoee@mail.nlm.nih.gov">briscoee@mail.nlm.nih.gov</a>	1-10	1
COPY: April Merriwether, Office of Acquisitions, NLM <a href="mailto:merriwetheran@mail.nlm.nih.gov">merriwetheran@mail.nlm.nih.gov</a>	1-10	1

**ARTICLE F.3. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)**

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

**52.242-15, Stop Work Order** (August 1989)

**Alternate I** (April 1984) is applicable to this contract.

**52.242-17, Government Delay of Work** (April 1984).

**SECTION G - CONTRACT ADMINISTRATION DATA**

**ARTICLE G.1. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this contract:

**COR: Dr: Sheri Hild**  
**Alternate COR: Patricia Newman**

The COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

[The alternate COR is responsible for carrying out the duties of the COR only in the event that the COR can no longer perform his/her duties as assigned.]

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; (5) otherwise change any terms and conditions of this contract; or (6) sign written licensing agreements. Any signed agreement shall be incorporated by reference in Section K of the contract

The Government may unilaterally change its COR designation.

**ARTICLE G.2. KEY PERSONNEL, HHSAR 352.237-75 (December 2015)**

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

The following individual is considered to be essential to the work being performed hereunder:

Name	Title
Personnel	Facility Director/Principal Investigator

### ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

- a. Invoice Submission/Contract Financing Request, NIH(RC)-1for NIH Cost-Reimbursement Type Contracts are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

1. Payment requests shall be submitted to the offices identified below. **Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your payment request unless specified elsewhere in the contract or requested by the Contracting Officer.**

- a. The original invoice shall be submitted to the following **designated billing**

**office:** National Institutes of Health  
Office of Financial  
Management  
Commercial Accounts  
2115 East Jefferson Street, Room 4B-432,  
MSC 8500 Bethesda, MD 20892-8500

- b. One copy of the invoice shall be submitted to the following **approving**

**official:** Contracting Officer  
April Merriwether  
Office of Acquisitions  
BG 2DEM Room 105E MSC 5488/  
6707 Democracy Boulevard  
Bethesda, 20892-5488

E-mail: merriwetheran@mail.nlm.nih.gov

The Contractor shall submit an electronic copy of the payment request to the approving official instead of a paper copy. The Contractor shall submit an electronic copy of the payment request to the COR, Sheri Hild (sheri.hild@nih.gov) and Alternate COR, Patricia Newman (pnewman@mail.nih.gov). The payment request shall be transmitted as an attachment via e-mail to the address listed above in one of the following formats: MSWord, MS Excel, or Adobe Portable Document Format (PDF). Only one payment request shall be submitted per e-mail and the subject line of the e-mail shall include the Contractor's name, contract number, and unique invoice number. **[Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice."]**

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:
- a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is National Library of Medicine.
- b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the

number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

- c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.
- d. Invoice Matching Option. This contract requires a two-way match.
- e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.
- f. The Contract Title is: Operation and Maintenance of the Alamogordo Primate Facility (APF)
- g. Contract Line Items as follows:

Line Item #	Line Item Description
1	Base Period. Firm Fixed Price. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 9/26/2019 - 7/30/2020
2	Base Period. Cost Plus Fixed Fee. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 9/26/2019 - 7/30/2020
3	Option Period 1. Firm Fixed Price. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2020 - 7/30/2021
4	Option Period 1. Cost Plus Fixed Fee. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2020 - 7/30/2021
5	Option Period 2. Firm Fixed Price. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2021 - 7/30/2022
6	Option Period 2. Cost Plus Fixed Fee. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2021 - 7/30/2022
7	Option Period 3. Firm Fixed Price. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2022 - 7/30/2023
8	Option Period 3. Cost Plus Fixed Fee. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2022 - 7/30/2023
9	Option Period 4. Firm Fixed Price. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2023 - 7/30/2024
10	Option Period 4. Cost Plus Fixed Fee. Operation and Maintenance of the Alamogordo Primate Facility (APF) Period of Performance: 7/31/2023 - 7/30/2024

- b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301)496-6088.

**ARTICLE G.4. Invoice Instructions for NIH Fixed Price Contracts NIH(RC)-2**

[http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/rc2\\_508.pdf](http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/rc2_508.pdf)

- a. Invoice Instructions for NIH Fixed-Price Type Contracts, NIH(RC)-2, are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, PromptPayment.

**1. Payment requests shall be submitted to the offices identified below. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your payment request unless specified elsewhere in the contract or requested by the Contracting Officer.**

- a. The original invoice shall be submitted to the following **designated billing office**:

National Institutes of Health  
Office of Financial Management  
Commercial Accounts  
2115 East Jefferson Street, Room 4B-432, MSC 8500  
Bethesda, MD 20892-8500

- a. One copy of the invoice shall be submitted to the following **approving official**:

Contracting Officer  
April Merriwether  
Office of Acquisitions  
BG 2DEM Room 105E MSC 5488/  
6707 Democracy Boulevard  
Bethesda, 20892-5488

E-mail: merriwetheran@mail.nlm.nih.gov

The Contractor shall submit an electronic copy of the payment request to the approving official instead of a paper copy. The payment request shall be transmitted as an attachment via e-mail to the address listed above in one of the following formats: MSWord, MS Excel, or Adobe Portable Document Format (PDF). Only one payment request shall be submitted per e-mail and the subject line of the e-mail shall include the Contractor's name, contract number, and unique invoice number. **[Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice."]**

The Contractor shall submit an electronic copy of the payment request to the COR, Sheri Hild ([sheri.hild@nih.gov](mailto:sheri.hild@nih.gov)) and Alternate COR, Patricia Newman ([pnewman@mail.nih.gov](mailto:pnewman@mail.nih.gov)). The payment request shall be transmitted as an attachment via e-mail to the address listed above in one of the following formats: MSWord, MS Excel, or Adobe Portable Document Format (PDF). Only one payment request shall be submitted per e-mail and the subject line of the e-mail shall include the Contractor's name, contract number, and unique invoice number. **[Note: The original payment request must still be submitted in hard copy and mailed to the designated billing office to meet the requirements of a "proper invoice."]**

- b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301)496-6452.

## ARTICLE G.5. INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 (d)(2), Allowable Cost and Payment incorporated by reference in this contract in PART II, SECTION I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Financial Advisory Services  
Office of Acquisition Management and Policy  
National Institutes of Health  
6011 EXECUTIVE BLVD, ROOM 549C, MSC-7663  
BETHESDA MD 20892-7663

These rates are hereby incorporated without further action of the Contracting Officer.

## ARTICLE G.6. GOVERNMENT PROPERTY

- a. In addition to the requirements of the clause, GOVERNMENT PROPERTY, incorporated in SECTION I of this contract, the Contractor shall comply with the provisions of HHS Publication, "HHS Contracting Guide for Contract of Government Property," which is incorporated into this contract by reference. This document can be accessed at:

[http://oamp.od.nih.gov/sites/default/files/appendix\\_q\\_hhs\\_contracting\\_guide.pdf](http://oamp.od.nih.gov/sites/default/files/appendix_q_hhs_contracting_guide.pdf).

Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations and inventory and reporting requirements under the contract.

Requests for information regarding property under this contract should be directed to the following office:

Division of Logistics Services, NIH  
Property Management Branch  
6011 Building, Suite 639  
6011 EXECUTIVE BLVD MSC 7670  
BETHESDA MD 20892-7670  
[nihcontractproperty@nih.gov](mailto:nihcontractproperty@nih.gov)

- b. Notwithstanding the provisions outlined in the HHS Publication, "HHS Contracting Guide for Contract of Government Property," which is incorporated in this contract in paragraph a. above, the Contractor shall use the form entitled, "Report of Government Owned, Contractor Held Property" for submitting summary reports required under this contract, as directed by the Contracting Officer or his/her designee. This form is included as an attachment in SECTION J of this contract.
- c. **Government Furnished Property – Attachment 6**  
Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor is hereby authorized to retain custody of the property listed in Attachment 6 for use in direct performance of this contract. Accountability for the items listed in Attachment 6 is hereby transferred to this contract from predecessor Contract HHSN276201400013C under which these items were provided by the Government. Title to this property shall remain in the Government. Attachment 6 is included in SECTION J of this contract.

## ARTICLE G.8. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

- a. Contractor Performance Evaluations

Interim and Final evaluations of Contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The Final performance evaluation will be prepared at the time of completion of work. In addition to the Final evaluation, Interim evaluation(s) will be prepared Annually as follows on anniversary of award date [Insert Dates].

Interim and Final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors may access evaluations through a secure Web site for review and comment at the following address:

<http://www.cpars.gov>

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **ARTICLE H.1. HUMAN SUBJECTS**

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

### **ARTICLE H.2. HUMAN MATERIALS**

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

### **ARTICLE H.3. NEEDLE EXCHANGE, HHSAR 352.270-12 (December 2015)**

The Contractor shall not use any funds obligated under this contract to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

(End of clause)

### **ARTICLE H.4. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

The Contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

### **ARTICLE H.5. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES**

The Contractor shall not use contract funds to support activities that promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act, except for normal and recognized executive-congressional communications. This limitation shall not apply when the Government determines that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

### **ARTICLE H.6. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION**

The Contractor shall not use contract funds to disseminate information that is deliberately false or misleading.

### **ARTICLE H.7 EVALUATION PROJECTS**

All publications including reports, compilations of data, articles and the like resulting from this contract shall contain the statement below. It shall be located on the cover, inside cover, or title page.

This project, \_\_\_\_\_ received support from the evaluation set-aside Section 513, Public Health Service Act.

## **ARTICLE H.8. INTRODUCTION OF RODENTS AND RODENT PRODUCTS**

No rodent or rodent product shall be delivered into the NIH, \_\_\_\_\_ environment (NIH) directly, or through collaborative research or holding facilities under contract to \_\_\_\_\_ except by permit. Direct shipments to NIH from a Division of Veterinary Resources (DVR), Office of Research Services (ORS) approved source will be considered exempt. Non-exempt sources must be approved by permit issued through the DVR, ORS. The permit must be obtained by the Contractor prior to the shipment to NIH of the rodents and/or rodent products. The Contractor must be sure that this permit exists and is current before transferring rodents or rodent products into the NIH, \_\_\_\_\_ environment. Refusal or negligence to do so will be considered a material breach of contract and may be treated as any other such material breach. Applications for permits should be submitted by facsimile not less than 30 days prior (60 days in situations where quarantine is likely) to shipping date to: NIH Division of Veterinary Resources (DVR), Office of Research Services (ORS), Building 14G, Service Rd. South, Room 102, BETHESDA MD 20892-5210, (301)496-2527, FAX: (301) 402-0352.

## **ARTICLE H.9. PROTECTION OF PERSONNEL WHO WORK WITH NONHUMAN PRIMATES**

All Contractor personnel who work with nonhuman primates or enter rooms or areas containing nonhuman primates shall comply with the procedures set forth in NIH Policy Manual 3044-2, entitled, "Protection of NIH Personnel Who Work with Nonhuman Primates," located at the following URL:

<http://oma.od1.nih.gov/manualchapters/intramural/3044-2/>

## **ARTICLE H.10. RESTRICTION FROM USE OF LIVE VERTEBRATE ANIMALS**

UNDER GOVERNING POLICY, FEDERAL FUNDS ADMINISTERED BY THE PUBLIC HEALTH SERVICE (PHS) SHALL NOT BE EXPENDED FOR RESEARCH INVOLVING LIVE VERTEBRATE ANIMALS WITHOUT PRIOR APPROVAL BY THE OFFICE OF LABORATORY ANIMAL WELFARE (OLAW), OF [ **AN ANIMAL WELFARE ASSURANCE THAT COMPLIES WITH THE PHS POLICY ON HUMANE CARE AND USE OF LABORATORY ANIMALS AND/OR A VALID INSTITUTIONAL ANIMAL CARE AND USE COMMITTEE (IACUC) APPROVAL**]. THIS RESTRICTION APPLIES TO ALL PERFORMANCE SITES (e.g. COLLABORATING INSTITUTIONS, SUBCONTRACTORS, SUBGRANTEES) WITHOUT OLAW-APPROVED ASSURANCES, WHETHER DOMESTIC OR FOREIGN.

## **ARTICLE H.11. OMB CLEARANCE**

In accordance with HHSAR 352.211-3, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Contracting Officer's Representative (COR) and the Contracting Officer has issued written approval to proceed.

## **ARTICLE H.12. OPTION PROVISION**

Unless the Government exercises its option pursuant to the Option Clause set forth in SECTION I., the contract will consist only of the Base Period of the Statement of Work as defined in Sections C and F of the contract. Pursuant to FAR Clause 52.217-9, Option to Extend the Term of the Contract set forth in SECTION I. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform additional options set forth in the Statement of Work and also defined in Sections C and F of the contract. If the Government exercises this option, notice must be given at least 30 days prior to the expiration date of this contract, and the price / estimated cost plus fixed fee of the contract will be increased as set forth in the PRICE AND ESTIMATED COST PLUS FIXED FEE - OPTION / Article in SECTION B of this contract.

## **ARTICLE H.13. SUBCONTRACTING PROVISIONS**

### **a. Small Business Subcontracting Plan**

1. The Small Business Subcontracting Plan dated 11/30/2018 is attached hereto and made a part of this contract.

2. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

#### **b. Subcontracting Reports**

The Contractor shall submit the following Subcontracting reports electronically via the "electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

1. Summary Subcontract Report (SSR)

Regardless of the effective date of this contract, the Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

For both the Individual and Summary Subcontract Reports, the Contracting Officer shall be included as a contact for notification purposes at the following e-mail address:

merriwetheran@mail.nih.gov  
Contracting Officer

### **ARTICLE H.14. ACCESS TO NATIONAL INSTITUTES OF HEALTH (NIH) ELECTRONIC MAIL**

All Contractor staff that have access to and use of NIH electronic mail (e-mail) must identify themselves as contractors on all outgoing e-mail messages, including those that are sent in reply or are forwarded to another user. To best comply with this requirement, the Contractor staff shall set up an e-mail signature ("AutoSignature") or an electronic business card ("V-card") on each Contractor employee's computer system and/or Personal Digital Assistant (PDA) that will automatically display "Contractor" in the signature area of all e-mails sent.

### **ARTICLE H.15. CONFIDENTIALITY OF INFORMATION**

- a. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.
- e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor should obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- f. Contracting Officer determinations will reflect the result of internal coordination with appropriate program and legal officials.
- g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

The following information is covered by this article:

## **ARTICLE H.16. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE**

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll-free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The website to file a complaint on-line is: <http://oig.hhs.gov/fraud/hotline/> and the mailing address is:

US Department of Health and Human Services  
Office of Inspector General  
ATTN: OIG HOTLINE OPERATIONS  
P.O. Box 23489  
Washington, D.C. 20026

## **ARTICLE H.17. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)**

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic.

Public accommodations that meet the requirements can be accessed at: <http://apps.usfa.fema.gov/hotel/>.

## **ARTICLE H.18. REGISTRATION FEES FOR CONFERENCES, WORKSHOPS AND MEETINGS**

A Non-Federal entity co-sponsoring a conference with an Institute/Center (IC) under a contract may charge and collect a registration fee from all participants for the purpose of defraying its portion of the expenses of the conference. Under these circumstances, the Contractor shall document that the registration fees associated with the event are being charged, collected and used solely by the co-sponsor.

Whenever possible, the Contracting Officer, prior to each conference, shall provide the Contractor with uniform assumptions of the government's estimate of the registration fee offset to include in the costs estimate for the conference. This offset should be deducted by the Contractor from the total cost of the conference.

In addition, prior to each conference, the Contractor shall provide the following information and documentation to the Contracting Officer's Representative (COR) and Contracting Officer:

1. Co-sponsor's name
2. Conference name, location, dates, times
3. copy of the agenda
4. A completed "Contractor Pre-Conference Expense Offset Worksheet" (Attachment provided in SECTION J).
5. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the COR and Contracting Officer.

The Contractor shall collect and maintain current and accurate accounting of collected conference fees and conference expenses. The Contractor shall immediately notify the COR and Contracting Officer, in writing, if it appears the total registration fees collected will exceed the estimated total cost of the conference. If the registration fees collected are in excess of the total actual conference expenditures, the Contractor shall return the excess funds to the Contracting Officer to be deposited as miscellaneous receipts into the U.S. Treasury. If the registration fees collected are in excess of the uniform assumptions provided by the Contracting Officer, the Contracting Officer, shall, as necessary, modify the contract price to reflect the decrease in conference costs. If the registration fees collected are less than the uniform assumptions provided by the Contracting Officer, the Contracting Officer shall, as necessary, modify the contract price to reflect the increase in conference costs.

Although Contractors may bill for allowable conference costs as they are incurred, they may not submit a final invoice for the total costs of the conference until the "Post-Conference Expense Offset Worksheet" has been approved by the COR.

## **ARTICLE H.19. REGISTRATION FEES FOR NIH SPONSORED SCIENTIFIC, EDUCATIONAL, AND RESEARCH-RELATED CONFERENCES**

In accordance with the NIH Reform Act of 2006, P.L. 109-482, the NIH may authorize a Contractor procured to assist in the development and implementation of a scientific, educational or research-related conference to collect and retain registration fees from Non-HHS Federal and Non-Federal participants to defray the costs of the contract.

Whenever possible, the Contracting Officer, prior to each conference, shall provide the Contractor with uniform assumptions of the government's estimate of the registration fee offset to include in the costs estimate for the conference. This offset should be deducted from the total cost of the conference.

Prior to each conference, the Contractor shall submit a completed "Contractor Pre-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the Contracting Officer's Representative (COR) and Contracting Officer. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the COR and Contracting Officer.

The Contractor shall collect and maintain current and accurate accounting of collected conference fees and conference expenses. The Contractor shall immediately notify the COR and Contracting Officer, in writing, if it appears the total registration fees collected will exceed the estimated total cost of the conference. If the registration fees collected are in excess of the total actual conference expenditures, the contractor shall return the excess funds to the Contracting Officer to be deposited as miscellaneous receipts into the U.S. Treasury.

If the registration fees collected are in excess of the uniform assumptions provided by the Contracting Officer, the Contracting Officer, shall, as necessary, modify the contract price to reflect the decrease in conference costs. If the registration fees collected are less than the uniform assumptions provided by the Contracting Officer, the Contracting Officer shall, as necessary, modify the contract price to reflect the increase in conference costs.

Although Contractors may bill for allowable conference costs as they are incurred, they may not submit a final invoice for the total costs of the conference until the "Post-Conference Expense Offset Worksheet" has been approved by the COR.

## **ARTICLE H.20. INFORMATION SECURITY AND/OR PHYSICAL ACCESS SECURITY.**

**Information Security Categorization-** In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories, Contractor Non-Disclosure Agreement and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

Confidentiality:  Low  Moderate  High Integrity:  Low  Moderate  High  
 Availability:  Low  Moderate  High Overall Risk Level:  Low  Moderate  High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this solicitation/contract involves:

No PII  Yes PII

**Personally Identifiable Information (PII).** Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

PII Confidentiality Impact Level has been determined to be:  Low  Moderate  High

**Confidentiality and Nondisclosure of Information-** Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and NIH policies. Unauthorized disclosure of information will be subject to the HHS/NIH sanction policies and/or governed by the following laws and regulations:

- a. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
- b. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
- c. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

Each employee, including subcontractors, having access to non-public Department information under this acquisition shall complete the "Commitment to Protect Non-Public Information - Contractor Employee Agreement" located at: <https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf>. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer/COR prior to performing any work under this acquisition.

**Contractor Non-Disclosure Agreement (NDA)-** Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the NIH non-disclosure agreement <https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf>, as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

## POSITION SENSITIVITY DESIGNATIONS

All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR). The following position sensitivity designation levels apply to this solicitation/contract:

**Level 6: Public Trust - High Risk.** Contractor/subcontractor employees assigned to Level 6 positions shall undergo a Suitability Determination and Background Investigation (MBI).

**Level 5: Public Trust - Moderate Risk.** Contractor/subcontractor employees assigned to Level 5 positions with no previous investigation and approval shall undergo a Suitability Determination and a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

**Level 1: Non-Sensitive.** Contractor/subcontractor employees assigned to level 1 positions shall undergo a Suitability Determination and National Check and Inquiry Investigation (NACI).

## HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; OMB M-05-24 ; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

For additional information, see HSPD-12 policy at: <https://www.dhs.gov/homeland-security-presidential-directive-12>

**Roster-**

- a. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR and/or CO within fourteen (14) calendar days after the effective date of this contract. Any revisions

to the roster as a result of staffing changes shall be submitted within seven (7) calendar days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at:

[https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster\\_10-15-12.xlsx](https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx).

- b. If the Contractor is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
- c. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
- d. The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.
- e. All contractor and subcontractor employees shall comply with the conditions established for their designated position sensitivity level prior to performing any work under this contract. Contractors may begin work after the fingerprint check has been completed.
- f. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays - see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.
- g. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s).
- h. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
- i. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.
- j. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT**

*This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: <http://www.acquisition.gov/far/>. HHSAR Clauses at: <http://www.hhs.gov/policies/hhsar/subpart352.html>.*

**a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

<b><u>FAR</u></b> <b><u>CLAUSE NO.</u></b>	<b><u>DATE</u></b>	<b><u>TITLE</u></b>
52.202-1	Nov 2013	Definitions (Over the Simplified Acquisition Threshold)
52.203-3	Apr 1984	Gratuities (Over the Simplified Acquisition Threshold)
52.203-5	May 2014	Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)
52.203-7	May 2014	Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)
52.203-8	May 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-10	May 2014	Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)
52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions (Over \$150,000)
52.203-17	Apr 2014	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)
52.203-99	Feb 2015	Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreements (DEVIATION)
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)
52.204-10	Oct 2016	Reporting Executive Compensation and First-Tier Subcontract Awards (\$30,000 or more)
52.204-13	Oct 2016	System for Award Management Maintenance
52.209-6	Oct 2015	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$35,000)
52.215-2	Oct 2010	Audit and Records - Negotiation [Note: Applies to ALL contracts funded in whole or in part with Recovery Act funds, regardless of dollar value, AND contracts over the Simplified Acquisition Threshold funded exclusively with non-Recovery Act funds.]
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Aug 2011	Price Reduction for Defective Certified Cost or Pricing Data (Over \$750,000)
52.215-12	Oct 2010	Subcontractor Cost or Pricing Data (Over \$750,000)

<b><u>FAR</u></b> <b><u>CLAUSE NO.</u></b>	<b><u>DATE</u></b>	<b><u>TITLE</u></b>
52.215-15	Oct 2010	<i>Pension Adjustments and Asset Reversions (Over \$750,000)</i>
52.215-18	Jul 2005	<i>Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions</i>
52.215-19	Oct 1997	<i>Notification of Ownership Changes</i>
52.215-21	Oct 2010	<i>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications</i>
52.215-23	Oct 2009	<i>Limitations on Pass-Through Charges (Over the Simplified Acquisition Threshold)</i>
52.216-7	Jun 2013	<i>Allowable Cost and Payment</i>
52.216-8	Jun 2011	<i>Fixed Fee</i>
52.219-8	Nov 2016	<i>Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)</i>
52.219-9	Jan 2017	<i>Small Business Subcontracting Plan (Over \$700,000, \$1.5 million for Construction)</i>
52.219-16	Jan 1999	<i>Liquidated Damages - Subcontracting Plan (Over \$700,000, \$1.5 million for Construction)</i>
52.222-2	Jul 1990	<i>Payment for Overtime Premium (Over the Simplified Acquisition Threshold) (Note: The dollar amount in paragraph (a) of this clause is <span style="border: 1px solid black; padding: 0 2px;">Line Item Costs</span> unless otherwise specified in the contract.)</i>
52.222-3	Jun 2003	<i>Convict Labor</i>
52.222-21	Apr 2015	<i>Prohibition of Segregated Facilities</i>
52.222-26	Sep 2016	<i>Equal Opportunity</i>
52.222-35	Oct 2015	<i>Equal Opportunity for Veterans (\$150,000 or more)</i>
52.222-36	Jul 2014	<i>Equal Opportunity for Workers with Disabilities</i>
52.222-37	Feb 2016	<i>Employment Reports on Veterans (\$150,000 or more)</i>
52.222-40	Dec 2010	<i>Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)</i>
52.222-50	Mar 2015	<i>Combating Trafficking in Persons</i>
52.222-54	Oct 2015	<i>Employment Eligibility Verification (Over the Simplified Acquisition Threshold)</i>
52.222-62	JAN 2017	<i>Paid Sick Leave Under Executive Order 13706</i>
52.223-18	Aug 2011	<i>Encouraging Contractor Policies to Ban Text Messaging While Driving</i>
52.225-1	May 2014	<i>Buy American - Supplies</i>
52.225-13	Jun 2008	<i>Restrictions on Certain Foreign Purchases</i>
52.227-1	Dec 2007	<i>Authorization and Consent</i>
52.227-2	Dec 2007	<i>Notice and Assistance Regarding Patent and Copyright Infringement</i>
52.227-14	May 2014	<i>Rights in Data - General</i>
52.232-9	Apr 1984	<i>Limitation on Withholding of Payments</i>
52.232-17	May 2014	<i>Interest (Over the Simplified Acquisition Threshold)</i>
52.232-20	Apr 1984	<i>Limitation of Cost</i>
52.232-23	May 2014	<i>Assignment of Claims</i>
52.232-25	Jul 2013	<i>Prompt Payment, Alternate I (Feb 2002)</i>

52.232-33

Jul 2013

*Payment by Electronic Funds Transfer--System for Award Management*

**FAR**

<b><u>CLAUSE NO.</u></b>	<b><u>DATE</u></b>	<b><u>TITLE</u></b>
52.232-39	Jun 2013	Unenforceability of Unauthorized Obligations
52.233-1	May 2014	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	May 2014	Penalties for Unallowable Costs (Over \$700,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over the Simplified Acquisition Threshold)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate I (Apr 1984)
52.244-2	Oct 2010	Subcontracts (Over the Simplified Acquisition Threshold), Alternate I (June 2007)
52.244-5	Dec 1996	Competition in Subcontracting (Over the Simplified Acquisition Threshold)
52.244-6	Nov 2017	Subcontracts for Commercial Items
52.245-1	Jan 2017	Government Property
52.245-9	Apr 2012	Use and Charges
52.246-25	Feb 1997	Limitation of Liability - Services (Over the Simplified Acquisition Threshold)
52.249-6	May 2004	Termination (Cost-Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

**b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:**

**HHSAR**

<b><u>CLAUSE NO.</u></b>	<b><u>DATE</u></b>	<b><u>TITLE</u></b>
352.203-70	Dec 2015	Anti-Lobbying
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Dec 2015	Publications and Publicity
352.233-71	Dec 2015	Litigation and Claims
352.237-75	Dec 2015	Key Personnel

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT SERVICE CONTRACT- Rev. 11/2017].

## **ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically as follows: FAR Clauses at: <http://www.acquisition.gov/far/>. HHSAR Clauses at: <http://www.hhs.gov/policies/hhsar/subpart352.html>.

**a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

<b><u>FAR</u></b> <b><u>CLAUSE NO.</u></b>	<b><u>DATE</u></b>	<b><u>TITLE</u></b>
52.202-1	Nov 2013	<i>Definitions (Over the Simplified Acquisition Threshold)</i>
52.203-3	Apr 1984	<i>Gratuities (Over the Simplified Acquisition Threshold)</i>
52.203-5	May 2014	<i>Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)</i>
52.203-6	Sep 2006	<i>Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)</i>
52.203-7	May 2014	<i>Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)</i>
52.203-8	May 2014	<i>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)</i>
52.203-10	May 2014	<i>Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)</i>
52.203-12	Oct 2010	<i>Limitation on Payments to Influence Certain Federal Transactions (Over \$150,000)</i>
52.203-17	Apr 2014	<i>Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)</i>
52.203-18	Feb 2015	<i>Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreements (DEVIATION)</i>
52.204-4	May 2011	<i>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (Over the Simplified Acquisition Threshold)</i>
52.204-10	Oct 2016	<i>Reporting Executive Compensation and First-Tier Subcontract Awards (\$30,000 or more)</i>
52.204-13	Oct 2016	<i>System for Award Management Maintenance</i>
52.209-6	Oct 2015	<i>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$35,000)</i>
52.215-2	Oct 2010	<i>Audit and Records - Negotiation [Note: Applies to ALL contracts funded in whole or in part with Recovery Act funds, regardless of dollar value, AND contracts over the Simplified Acquisition Threshold funded exclusively with non-Recovery Act funds.]</i>
52.215-8	Oct 1997	<i>Order of Precedence - Uniform Contract Format</i>
52.215-10	Aug 2011	<i>Price Reduction for Defective Certified Cost or Pricing Data (Over \$750,000)</i>
52.215-12	Oct 2010	<i>Subcontractor Cost or Pricing Data (Over \$750,000)</i>
52.215-15	Oct 2010	<i>Pension Adjustments and Asset Reversions (Over \$750,000)</i>
52.215-18	Jul 2005	<i>Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions</i>
52.215-19	Oct 1997	<i>Notification of Ownership Changes</i>
52.215-21	Oct 2010	<i>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications</i>
52.219-8	Nov 2016	<i>Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)</i>
52.219-9	Jan 2017	<i>Small Business Subcontracting Plan (Over \$700,000, \$1.5 million for Construction)</i>

<b><u>FAR</u></b> <b><u>CLAUSE NO.</u></b>	<b><u>DATE</u></b>	<b><u>TITLE</u></b>
52.219-16	Jan 1999	<i>Liquidated Damages - Subcontracting Plan (Over \$700,000, \$1.5 million for Construction)</i>
52.222-3	Jun 2003	<i>Convict Labor</i>
52.222-21	Apr 2015	<i>Prohibition of Segregated Facilities</i>
52.222-26	Sep 2016	<i>Equal Opportunity</i>
52.222-35	Oct 2015	<i>Equal Opportunity for Veterans (\$150,000 or more)</i>
52.222-36	Jul 2014	<i>Equal Opportunity for Workers with Disabilities</i>
52.222-37	Feb 2016	<i>Employment Reports on Veterans (\$150,000 or more)</i>
52.222-40	Dec 2010	<i>Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)</i>
52.222-50	Mar 2015	<i>Combating Trafficking in Persons</i>
52.222-54	Oct 2015	<i>Employment Eligibility Verification (Over the Simplified Acquisition Threshold)</i>
52.223-6	May 2001	<i>Drug-Free Workplace</i>
52.223-18	Aug 2011	<i>Encouraging Contractor Policies to Ban Text Messaging While Driving</i>
52.225-1	May 2014	<i>Buy American - Supplies</i>
52.225-13	Jun 2008	<i>Restrictions on Certain Foreign Purchases</i>
52.227-1	Dec 2007	<i>Authorization and Consent</i>
52.227-2	Dec 2007	<i>Notice and Assistance Regarding Patent and Copyright Infringement</i>
52.229-3	Feb 2013	<i>Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)</i>
52.232-1	Apr 1984	<i>Payments</i>
52.232-8	Feb 2002	<i>Discounts for Prompt Payment</i>
52.232-9	Apr 1984	<i>Limitation on Withholding of Payments</i>
52.232-11	Apr 1984	<i>Extras</i>
52.232-17	May 2014	<i>Interest (Over the Simplified Acquisition Threshold)</i>
52.232-23	May 2014	<i>Assignment of Claims</i>
52.232-25	Jan 2017	<i>Prompt Payment</i>
52.232-33	Jul 2013	<i>Payment by Electronic Funds Transfer--System for Award Management</i>
52.232-39	Jun 2013	<i>Unenforceability of Unauthorized Obligations</i>
52.233-1	May 2014	<i>Disputes</i>
52.233-3	Aug 1996	<i>Protest After Award</i>
52.233-4	Oct 2004	<i>Applicable Law for Breach of Contract Claim</i>
52.242-13	Jul 1995	<i>Bankruptcy (Over the Simplified Acquisition Threshold)</i>
52.243-1	Aug 1987	<i>Changes - Fixed-Price, Alternate I (Apr 1984)</i>
52.244-6	Nov 2017	<i>Subcontracts for Commercial Items</i>
52.246-25	Feb 1997	<i>Limitation of Liability - Services (Over the Simplified Acquisition Threshold)</i>
52.249-4	Apr 1984	<i>Termination for Convenience of the Government (Services) (Short Form)</i>
52.249-8	Apr 1984	<i>Default (Fixed-Price Supply and Service)(Over the Simplified Acquisition Threshold)</i>
52.253-1	Jan 1991	<i>Computer Generated Forms</i>

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

<b><u>HHSAR</u></b> <b><u>CLAUSE NO.</u></b>	<b><u>DATE</u></b>	<b><u>TITLE</u></b>
352.203-70	Dec 2015	Anti-Lobbying
352.222-70	Dec 2015	Contractor Cooperation in Equal Employment Opportunity Investigations
352.227-70	Dec 2015	Publications and Publicity
352.237-75	Dec 2015	Key Personnel
352.270-5(b)	Dec 2015	Care of Live Vertebrate Animals

[End of GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT- Rev. 11/2017].

## ARTICLE I.2. AUTHORIZED SUBSTITUTION OF CLAUSES

ARTICLE I.1. of this SECTION is hereby modified as follows:

- a. **Alternate II** (August 2016) of FAR Clause **52.215-2, Audit and Records--Negotiation** (October 2010) is added.
- b. **Alternate I** (October 1997) of FAR Clause **52.215-14, Integrity of Unit Prices** (October 2010) is added.
- c. FAR Clauses **52.215-15, Pension Adjustments and Asset Reversions** (October 2010); **52.215-18, Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions** (July 2005); and, **52.215-19, Notification of Ownership Changes** (October 1997), are deleted in their entirety.
- d. **Alternate I** (October 2009) of FAR Clause **52.215-23, Limitations on Pass-Through Charges** (October 2009), is added.
- e. **Alternate IV** (October 2010) of FAR Clause **52.215-21, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Modifications** (October 2010) is added.
- f. FAR Clause **52.222-40, Notification of Employee Rights Under the National Labor Relations Act** (December 2010) is deleted in its entirety.
- g. FAR Clause **52.222-54, Employment Eligibility Verification** (October 2015) is deleted in its entirety.
- h. FAR Clause **52.227-14, Rights in Data-General** (May 2014) is deleted in its entirety.
- i. FAR Clause **52.229-3, Federal, State and Local Taxes** (February 2013) is deleted in its entirety, and FAR Clause **52.229-4, Federal, State and Local Taxes (State and Local Adjustments)** (February 2013) is substituted therefor.
- j. FAR Clause **52.232-20, Limitation Of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation Of Funds** (April 1984) is substituted therefor. **[NOTE: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]**

- k. FAR Clause **52.232-33, Payment By Electronic Funds Transfer--System for Award Management** (July 2013), is deleted in its entirety and FAR Clause **52.232-36, Payment By Third Party** (May 2014) is substituted therefor.
  
- l. **Alternate I**, (December 1991), of FAR Clause **52.233-1, Disputes** (May 2014) is added.
  
- m. **Alternate I** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is hereby deleted in its entirety and **Alternate II** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is substituted therefor.
  
- n. FAR Clause **52.249-4, Termination for Convenience of the Government (Services) (Short Form)** (April 1984), is deleted in its entirety and FAR Clause **52.249-2, Termination for Convenience of the Government (Fixed Price)** (April 2012) is substituted therefor.
  
- o. FAR Clause **52.249-8, Default (Fixed-Price Supply and Service)** (April 1984) is applicable to this contract.

### ARTICLE I.3. Additional Contract Clauses

This contract incorporates the following clauses by reference, with the same force and effect, as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

- a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES
1. FAR Clause **52.203-13, Contractor Code of Business Ethics and Conduct** (October 2015).
  2. FAR Clause **52.204-9, Personal Identity Verification of Contractor Personnel** (January 2011).
  3. FAR Clause **52.204-18 Commercial and Government Entity Code Maintenance** (July 2016)
  4. FAR Clause **52.209-10, Prohibition on Contracting With Inverted Domestic Corporations** (November 2015).
  5. FAR Clause **52.215-17, Waiver of Facilities Capital Cost of Money** (October 1997).
  6. FAR Clause **52.217-2, Cancellation Under Multiyear Contracts** (October 1997).
  7. FAR Clause **52.217-8, Option to Extend Services** (November 1999) .
  8. FAR Clause **52.217.9 – Option to Extend the Term of the Contract**
  9. FAR Clause **52.222-4, Contract Work Hours and Safety Standards - Overtime Compensation - General** (May 2014).
  10. FAR Clause **52.222.60, Paid Sick Leave under Executive Order 13706**
  11. FAR Clause **52.223-5, Pollution Prevention and Right-to-Know Information** (May 2011).  
Alternate I (May 2011) is not applicable to this contract.  
Alternate II (May 2011) is not applicable to this contract.
  12. FAR Clause **52.223-10, Waste Reduction Program** (May 2011).
  13. FAR Clause **52.223-15, Energy Efficiency in Energy-Consuming Products** (December 2007).
  14. FAR Clause **52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products** (October 2015).  
Alternate I (June 2014) is not applicable to this contract.

15. FAR Clause **52.227-14, Rights in Data - General** (May 2014).
16. **Alternate I** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (May 2014).
17. FAR Clause **52.230-2, Cost Accounting Standards** (October 2015).
18. FAR Clause **52.230-3, Disclosure and Consistency of Cost Accounting Practices** (October 2015).
19. FAR Clause **52.230-6, Administration of Cost Accounting Standards** (June 2010).
20. FAR Clause **52.236-13, Accident Prevention** (November 1991), with **Alternate I** (November 1991).
21. FAR Clause **52.237-2, Protection of Government Buildings, Equipment and Vegetation** (April 1984).
22. FAR Clause **52.237-3, Continuity of Services** (January 1991).
23. FAR Clause **52.245-1, Government Property**
24. FAR Clause **52.246-23, Limitation of Liability** (February 1997).
25. FAR Clause **52.251-1, Government Supply Sources** (April 2012).

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clauses are attached and made a part of this contract:

## ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

This contract incorporates the following clauses in full text.

### a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

#### 1. FAR Clause **52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters** (July 2013)

As prescribed in 9.104-7(c), insert the following clause:

- a. *The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management (SAM) database at <http://www.acquisition.gov>.*
- b. *As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--*
  1. *The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--*
    - i. *Government personnel and authorized users performing business on behalf of the Government; or*
    - ii. *The Contractor, when viewing data on itself; and*
  2. *The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--*
    - i. *Past performance reviews required by subpart 42.15;*
    - ii. *Information that was entered prior to April 15, 2011; or*
    - iii. *Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.*
- c. *The Contractor will receive notification when the Government posts new information to the Contractor's record.*
  1. *If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.*
  2. *The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.*
  3. *As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.*

- d. *Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.*

*(End of clause)*

**2. FAR Clause, 52.229-10 -- State of New Mexico Gross Receipts and Compensating Tax (April 2003)**

(a) Within thirty (30) days after award of this contract, the Contractor shall advise the State of New Mexico of this contract by registering with the State of New Mexico, Taxation and Revenue Department, Revenue Division, pursuant to the Tax Administration Act of the State of New Mexico and shall identify the contract number.

(b) The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The allowability of any gross receipts taxes or local option taxes lawfully paid to the State of New Mexico by the Contractor or its subcontractors will be determined in accordance with the Allowable Cost and Payment clause of this contract except as provided in paragraph (d) of this clause.

(c) The Contractor shall submit applications for Nontaxable Transaction Certificates, Form CSR-3C, to the:

State of New Mexico Taxation and Revenue Dept.  
Revenue Division  
PO Box 630  
Santa Fe, New Mexico 87509

When the Type 15 Nontaxable Transaction Certificate is issued by the Revenue Division, the Contractor shall use these certificates strictly in accordance with this contract, and the agreement between the National Institutes of Health and the New Mexico Taxation and Revenue Department.

(d) The Contractor shall provide Type 15 Nontaxable Transaction Certificates to each vendor in New Mexico selling tangible personal property to the Contractor for use in the performance of this contract. Failure to provide a Type 15 Nontaxable Transaction Certificate to vendors will result in the vendor's liability for the gross receipt taxes and those taxes, which are then passed on to the Contractor, shall not be reimbursable as an allowable cost by the Government.

(e) The Contractor shall pay the New Mexico compensating user tax for any tangible personal property which is purchased pursuant to a Nontaxable Transaction Certificate if such property is not used for Federal purposes.

(f) Out-of-state purchase of tangible personal property by the Contractor which would be otherwise subject to compensation tax shall be governed by the principles of this clause. Accordingly, compensating tax shall be due from the contractor only if such property is not used for Federal purposes.

(g) The National Institutes of Health may receive information regarding the Contractor from the Revenue Division of the New Mexico Taxation and Revenue Department and, at the discretion of the National Institutes of Health may participate in any matters or proceedings pertaining to this clause or the above-mentioned Agreement. This shall not preclude the Contractor from having its own representative nor does it obligate the National Institutes of Health to represent its Contractor.

(h) The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-4(b)(1) through (3) of the Federal Acquisition Regulation, 48 CFR Part 29.

(i) Paragraphs (a) through (h) of this clause shall be null and void should the Agreement referred to in

paragraph (c) of this clause be terminated; provided, however, that such termination shall not nullify obligations already incurred prior to the date of termination.

- a. FAR 52.222-41 Service Contract Labor Standards (August 2018)
- b. FAR 52.222-55 **Minimum Wages Under Executive Order 13658** (December 2015)

## **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **SECTION J - LIST OF ATTACHMENTS**

The following documents are attached and incorporated in this contract:

**1. Statement of Work**

**2. Invoice/Financing Request Instructions-CR-NIH(RC)-1**

[http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/rc1\\_508.pdf](http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/rc1_508.pdf)

**3. Invoice Instructions for NIH Fixed Price Contracts NIH(RC)-2**

[http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/rc2\\_508.pdf](http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/rc2_508.pdf)

**4. Small Business Subcontracting Plan**

<https://oamp.od.nih.gov/DGS/DGS-workform-information/attachment-files>

**5. Safety and Health, HHSAR 352.223-70 (DEC2015)**

**6. Government Property Schedule**

**7. Employee Separation Checklist**

**8. Wage Determinations**

**9. Department of the AF Permit**

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K - REPRESENTATIONS AND CERTIFICATIONS**

The following documents are incorporated by reference in this contract:

1. FAR Clause 52.204-19 **Incorporation by Reference of Representations and Certifications** (December 2014).

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

2. NIH Representations & Certifications, dated 01/2017

**END of the SCHEDULE**

(CONTRACT)

## INVOICE/FINANCING REQUEST INSTRUCTIONS FOR NIH COST-REIMBURSEMENT TYPE CONTRACTS, NIH(RC)-1

**Format:** Submit payment requests on the Contractor's self-generated form in the manner and format prescribed herein and as illustrated in the Sample Invoice/Financing Request. Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, may be used in lieu of the Contractor's self-generated form provided it contains all of the information shown on the Sample Invoice/Financing Request. DO NOT include a cover letter with the payment request.

**Number of Copies:** Submit payment requests in the quantity specified in the Invoice Submission Instructions in Section G of the Contract Schedule.

**Frequency:** Payment requests shall not be submitted more frequently than once every two weeks in accordance with the Allowable Cost and Payment Clause incorporated into this contract. Small business concerns may submit invoices/financing requests more frequently than every two weeks.

**Cost Incurrence Period:** Costs incurred must be within the contract performance period or covered by precontract cost provisions.

**Billing of Costs Incurred:** If billed costs include (1) costs of a prior billing period, but not previously billed, or (2) costs incurred during the contract period and claimed after the contract period has expired, the Contractor shall cite the amount(s) and month(s) in which the costs were incurred.

**Contractor's Fiscal Year:** Prepare payment requests in such a manner that the Government can identify costs claimed with the Contractor's fiscal year.

**Currency:** All NIH contracts are expressed in United States dollars. When the Government pays in a currency other than United States dollars, billings shall be expressed, and payment by the Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the Contractor. Notwithstanding the above, the total of all invoices paid under this contract shall not exceed the United States dollars authorized.

**Costs Requiring Advance Approval:** Costs requiring advance approval by the Contracting Officer, which are not set forth in the Contract Schedule shall be identified by the Contracting Officer's Authorization (COA) Number as a separate expenditure category on the payment request. In addition, the Contractor shall show any cost limitation or ceiling set forth in the Contract Schedule, i.e. an Advance Understanding, as a separate expenditure category on the payment request.

**Invoice/Financing Request Identification:** Identify each payment as either:

- (a) **Interim Invoice/Contract Financing Request:** These are interim payment requests submitted during the contract performance period.
- (b) **Completion Invoice:** Submit the completion invoice promptly upon completion of the work, but no later than one year from the contract completion date, or within 120 days after settlement of the final indirect cost rates covering the year in which the contract is physically complete (whichever date is later). The Contractor shall submit the completion invoice when all costs have been assigned to the contract and all performance provisions have been completed.
- (c) **Final Invoice:** A final invoice may be required after the amounts owed have been settled between the Government and the Contractor (e.g., resolution of all suspensions and audit exceptions).

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## **Preparation and Itemization of the Invoice/Financing Request:**

The Contractor shall furnish the information set forth in the instructions below. The instructions are arranged to match the entries on the Sample Invoice/Financing Request. **All information must be legible or the invoice will be considered improper and returned to the Contractor.**

- (a) **Designated Billing Office Name and Address:** Enter the designated billing office name and address, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (b) **Contractor's Name, Address, Point of Contact, TIN, and DUNS or DUNS+4 Number:** Show the Contractor's name and address exactly as they appear in the contract. Any invoice identified as improper will be sent to this address. Also include the name, title, phone number, and e-mail address of the Point of Contact in case of questions. If the remittance name differs from the legal business name, both names must appear on the invoice. Provide the Contractor's Federal Taxpayer Identification Number (TIN) and Data Universal Numbering System (DUNS) or DUNS+4 number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract, and as registered in the System for Award Management (SAM) database.

When an approved assignment of claims has been executed, the Contractor shall provide the same information for the assignee as is required for the Contractor (i.e., name, address, point of contact, TIN, and DUNS number), with the remittance information clearly identified as such.

- (c) **Invoice/Financing Request Number:** Identify each payment request by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization. For example, if a contractor has already submitted invoice number 05 on one of its contracts or orders, it cannot use that same invoice number on any other contract or order. Payment requests with duplicate invoice numbers will be considered improper and returned to the contractor.

The NIH does not prescribe a particular numbering format but suggests using a job or account number for each contract and order followed by a sequential invoice number (example: 8675309-05). Invoice numbers are limited to 30 characters. There are no restrictions on the use of special characters, such as colons, dashes, forward slashes, or parentheses.

If all or part of an invoice is suspended and the contractor chooses to reclaim those costs on a supplemental invoice, the contractor may use the same unique invoice number followed by an alpha character, such as "R" for revised (example: 8675309-05R).

- (d) **Date Invoice/Financing Request Prepared:** Insert the date the payment request is prepared.
- (e) **Contract Number and Order Number (if applicable):** Insert the contract number and order number (if applicable).
- (f) **Contract Title:** Insert the contract title listed on the cover page of the contract and/or Section G of the Contract Schedule.
- (g) **Current Contract Period of Performance:** Insert the contract start date/effective date through the current completion date of the contract.
- (h) **Total Estimated Cost of Contract/Order:** Insert the total estimated cost of the contract, exclusive of fee. If billing under an order, insert the total estimated cost of the order, exclusive

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of fee. For contracts/orders with options or incremental funding provisions, enter the amount currently obligated.

- (i) **Total Fixed-Fee:** Insert the total fixed-fee (where applicable). For contracts/orders with options or incremental funding provisions, enter the amount currently obligated. **Note:** *If the contract provides for another type of Fee, i.e. Award or Incentive Fee, insert the amount available to be earned as identified in the contract and indicate the type of fee to be billed on the payment request.*
- (j) **Two-Way/Three-Way Match:** Identify whether payment is to be made using a two-way or three-way match. To determine required payment method, refer to the Invoice Submission Instructions in Section G of the Contract Schedule.
- (k) **Office of Acquisitions:** Insert the name of the Office of Acquisitions, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (l) **Central Point of Distribution:** Insert the Central Point of Distribution, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (m) **Billing Period:** Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (n) **Amount Billed - Current Period:** Insert the amount claimed for the current billing period by major cost element, including any adjustments and fee. If the Contract Schedule contains separately priced line items, identify the contract line item(s) on the payment request and include a separate breakdown (by major cost element) for each line item.
- (o) **Amount Billed - Cumulative:** Insert the cumulative amounts claimed by major cost element, including any adjustments and fee. If the Contract Schedule contains separately priced line items, identify the contract line item(s) on the payment request and include a separate breakdown (by major cost element) for each line item.
- (p) **Direct Costs:** Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.
  - 1) **Direct Labor:** Include salaries and wages paid (or accrued) for direct performance of the contract.

For Level of Effort contracts only, the Contractor shall provide the following information on a separate sheet of paper attached to the payment request:

- hours or percentage of effort and cost by labor category (as specified in the Level of Effort Article in Section F of the Contract Schedule) for the current billing period, and
  - hours or percentage of effort and cost by labor category from contract inception through the current billing period. (NOTE: The Contracting Officer may require the Contractor to provide additional breakdown for direct labor, such as position title, employee name, and salary or hourly rate.)
- 2) **Fringe Benefits:** List any fringe benefits applicable to direct labor and billed as a direct cost. Cite the rate(s) used to calculate fringe benefit costs, if applicable.

- 3) **Accountable Personal Property:** Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more, with a life expectancy of more than two years, and sensitive property regardless of cost (see the HHS *Contractor's Guide for Contract of Government Property*). Show permanent research equipment separate from general purpose equipment.

On a separate sheet of paper attached to the payment request, list each item for which reimbursement is requested. Precede the item with an asterisk (\*) if the equipment is below the \$1,000 approval level. Include reference to the following (as applicable):

- item number for the specific piece of equipment listed in the Property Schedule, and
- Contracting Officer Authorization (COA) Number, if the equipment is not covered by the Property Schedule.

The Contracting Officer may require the Contractor to provide further itemization of property having specific limitations set forth in the contract.

- 4) **Materials and Supplies:** Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
- 5) **Premium Pay:** List remuneration in excess of the basic hourly rate.
- 6) **Consultant Fee:** List fees paid to consultants. Identify consultant by name or category as set forth in the contract or Contracting Officer Authorization (COA), as well as the effort (i.e., number of hours, days, etc.) and rate billed.
- 7) **Travel:** Include domestic and foreign travel. Foreign travel is travel outside of the United States and its territories and possessions. However, for an organization located outside the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.
- 8) **Subcontract Costs:** List subcontractor(s) by name and amount billed.
- 9) **Other:** List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (q) **Cost of Money (COM):** Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (r) **Indirect Costs:** Identify the indirect cost base (IDC), indirect cost rate, and amount billed for each indirect cost category.
- (s) **Fixed-Fee:** Cite the formula or method of computation for fixed-fee, if applicable. The fixed-fee must be claimed as provided for by the contract. **Note:** *If the contract provides for another type of Fee, i.e. Award or Incentive Fee, provide the same documentation for the amount claimed.*
- (t) **Total Amounts Claimed:** Insert the total amounts claimed for the current and cumulative periods.

- (u) **Adjustments:** Include amounts conceded by the Contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (v) **Grand Totals**
- (w) **Certification:** The Contractor shall include the following certification at the bottom of each payment request:

“Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.”

***Note:** The contract may require additional certifications (See Invoice Submission Instructions in Section G of the Contract Schedule)*

**The Contracting Officer may require the Contractor to submit detailed support for costs claimed on one or more interim payment requests.**

### SAMPLE INVOICE/FINANCING REQUEST

<p>(a) Designated Billing Office Name and Address: National Institutes of Health Office of Financial Management Commercial Accounts 2115 East Jefferson Street, Room 4B432, MSC 8500 Bethesda, MD 20892-8500</p> <p>(b) Contractor's Name, Address, Point of Contact, TIN, and DUNS or DUNS+4 Number: <b>ABC CORPORATION</b> 100 Main Street Anywhere, U.S.A. Zip+4 Name, Title, Phone Number, and E-mail Address of Contractor's Point of Contact. DUNS or DUNS+4: _____ TIN: _____</p>	<p>(c) Invoice/Financing Request No.: _____</p> <p>(d) Date Invoice/Financing Request Prepared: _____</p> <p>(e) Contract No. and Order No. (if applicable): _____</p> <p>(f) Contract Title: _____</p> <p>(g) Current Contract Period of Performance: _____</p> <p>(h) Total Estimated Cost of Contract/Order: _____</p> <p>(i) Total Fixed Fee (if applicable): _____</p> <p>(j) Two-Way Match: _____ Three-Way Match: _____</p> <p>(k) Office of Acquisitions: _____</p> <p>(l) Central Point of Distribution: _____</p>
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(m) This invoice/financing request represents reimbursable costs for the period from \_\_\_\_\_ to \_\_\_\_\_.

<u>Expenditure Category:</u>	(n) Amount Billed <u>Current Period</u>	(o) Amount Billed <u>Cumulative</u>
(p) Direct Costs		
1) Direct Labor	\$ 3,400	\$ 6,800
2) Fringe Benefits _____%	600	1,200
3) Accountable Personal Property		
Permanent Research	3,000	6,000
General Purpose	2,000	2,000
4) Materials and Supplies	2,000	4,000
5) Premium Pay	100	150
6) Consultant Fee: Dr. Jones, 1 day @ \$100 (COA #3)	100	100
7) Travel (Domestic)	200	200
(Foreign)	200	200
8) Subcontract Costs	-0-	-0-
9) Other	-0-	-0-
Total Direct Costs	\$11,600	\$20,650
(q) Cost of Money (Factor) of (Appropriate Base)	2,400	3,600
(r) Indirect Costs _____% of IDC Base (Formula)	4,000	6,000
(s) Fixed Fee (Formula)	700	1,400
(t) Total Amount Claimed	\$18,700	\$31,650
(u) Adjustments		
Outstanding Suspensions		(1,700)
(v) Grand Totals	\$18,700	\$29,250

"Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

\*Attach additional details as specified in the contract or requested by the Contracting Officer

Obtained by Rise for Animals.

Uploaded to Animal Research Laboratory Overview (ARLO) on 12/21/2020

## INVOICE INSTRUCTIONS FOR NIH FIXED-PRICE CONTRACTS, NIH(RC)-2

**Format:** Submit payment requests on Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, or the Contractor's self-generated form provided it contains all of the information prescribed herein. DO NOT include a cover letter with the payment request.

**Number of Copies:** Submit payment requests in the quantity specified in the Invoice Submission Instructions in Section G of the Contract Schedule.

**Frequency:** Submit payment requests upon delivery and acceptance of goods or services unless otherwise authorized by the Contracting Officer.

**Currency:** All NIH contracts are expressed in United States dollars. When the Government pays in a currency other than United States dollars, billings shall be expressed, and payment by the Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the Contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

**Preparation and Itemization of the Payment Request:** Prepare payment requests as follows:

**Note:** *All information must be legible or the invoice will be considered improper and returned to the Contractor.*

- (a) **Designated Billing Office Name and Address:** Enter the designated billing office name and address, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (b) **Contractor's Name, Address, Point of Contact, TIN, and DUNS or DUNS+4 Number:** Show the Contractor's name and address exactly as they appear in the contract. Any invoice identified as improper will be sent to this address. Also include the name, title, phone number, and e-mail address of the Point of Contact in case of questions. If the remittance name differs from the legal business name, both names must appear on the invoice. Provide the Contractor's Federal Taxpayer Identification Number (TIN) and Data Universal Numbering System (DUNS) or DUNS+4 number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract, and as registered in the System for Acquisition Management (SAM) database.

When an approved assignment of claims has been executed, the Contractor shall provide the same information for the assignee as is required for the Contractor (i.e., name, address, point of contact, TIN, and DUNS number), with the remittance information clearly identified as such.

- (c) **Invoice/Voucher Number:** Identify each payment request by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization. For example, if a contractor has already submitted invoice number 05 on one of its contracts or orders, it cannot use that same invoice number on any other contract or order. Payment requests with duplicate invoice numbers will be considered improper and returned to the contractor.

The NIH does not prescribe a particular numbering format but suggests using a job or account  
NIH(RC)-2  
Revised 7/2013

number for each contract and order followed by a sequential invoice number (example: 8675309-05). Invoice numbers are limited to 30 characters. There are no restrictions on the use of special characters, such as colons, dashes, forward slashes, or parentheses.

If all or part of an invoice is suspended and the contractor chooses to reclaim those costs on a supplemental invoice, the contractor may use the same unique invoice number followed by an alpha character, such as "R" for revised (example: 8675309-05R).

- (d) **Date Invoice/Voucher Prepared:** Insert the date the payment request is prepared.
- (e) **Contract Number and Order Number (if applicable):** Insert the contract number and order number (as applicable).
- (f) **Contract Title:** Insert the contract title listed on the cover page of the contract and/or Section G of the Contract Schedule.
- (g) **Current Contract Period of Performance:** Insert the contract start date/effective date through the current completion date of the contract.
- (h) **Total Fixed-Price of Contract/Order:** Insert the total fixed-price of the contract/order.
- (i) **Two-Way/Three-Way Match:** Identify whether payment is to be made using a two-way or three-way match. To determine required payment method, refer to the Invoice Submission Instructions in Section G of the Contract Schedule.
- (j) **Office of Acquisitions:** Insert the name of the Office of Acquisitions, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (k) **Central Point of Distribution:** Identify the Central Point of Distribution, as specified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (l) **Billing Period:** Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (m) **Description of Supplies or Services:** Provide a description of the supplies or services, by line item (if applicable), quantity, unit price (where appropriate), and total amount. The item description, unit of measure, and unit price **must match** those specified in the contract. For example, if the contract specifies 1 box of hypodermic needles (100/box) with a unit price of \$50.00, then the invoice must state 1 box, hypodermic needles (100/box), \$50.00, **not** 100 syringes at \$0.50 each. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.
- (n) **Amount Billed - Current Period:** Insert the amount claimed for the current billing period, including any adjustments, if applicable. If the Contract Schedule contains separately priced line items, identify the contract line item(s) on the payment request.
- (o) **Amount Billed - Cumulative:** Insert the cumulative amounts claimed to date, including any adjustments as applicable. If the Contract Schedule contains separately priced line items,

identify the contract line item(s) on the payment request.

- (p) **Freight or Delivery Charges:** Identify all charges for freight or express shipments, other than f.o.b. destination, as a separate line item on the invoice. (If shipped by freight or express, and charges are more than \$25, attach prepaid bill.)
- (q) **Government Property:** If the contract authorizes the purchase of any item of Government Property (e.g., equipment), the invoice must list each item for which reimbursement is requested. Include reference to the following (as applicable):
- item number for the specific piece of equipment listed in the Property Schedule, and
  - Contracting Officer Authorization (COA) Number, if the equipment is not covered by the Property Schedule.

**OFFICE OF SMALL AND DISADVANTAGED BUSINESS UTILIZATION  
COMMERCIAL SMALL BUSINESS SUBCONTRACTING PLAN**

*The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by the Federal Acquisition Regulations (FAR) Subpart 19.7. The U.S. Department of Health and Human Services (HHS), Office of Small and Disadvantaged Business Utilization (OSDBU) recommend offerors use the following format to submit proposed Individual Subcontracting Plans, including modifications. It is not intended to replace any existing Corporate/Commercial Plan that is more extensive. A subcontracting Plan is required if the estimated cost of the contract **may exceed \$700,000 (\$1,500,000 for construction)** Small businesses are excluded. Questions should be forwarded to the Contracting Officer or Operating Division (OPDIV) Small Business Specialist.*

**HHS Operating Division (OPDIV):** Plan is being submitted to National Institutes of Environmental Health Sciences (NIEHS); however, this is a commercial plan, so it will apply to all US Government agencies.

**SOLICITATION OR CONTRACT NUMBER:** N/A; this plan will represent our Commercial Plan for all US products and services.

**DATE OF PLAN:** November 30<sup>th</sup> 2018

**CONTRACTOR:** Charles River Laboratories, Inc.

**ADDRESS:** 251 Ballardvale Street, Wilmington

**STATE/ZIP CODE:** MA 01887

**DUNN & BRADSTREET NUMBER:** 01-971-6729

**ITEM/SERVICE (Description):**

Charles River offers a wide range of products and services that span the entire drug discovery and development continuum and are often tailored to specific research conditions. We support global pharmaceutical, biotechnology, government and academic organizations through:

- Research Models for basic research
- Discovery, Safety and Efficacy Testing
- Clinical and Manufacturing Support

**NEW/INITIAL CONTRACT**

**Note: this represents estimated US revenue for all commercial and government sales based on last 12 months US revenue (Q4 2017 – Q3 2018).**

PERIOD for this Commercial Plan FY (MM/DD/YYYY – MM/DD/YYYY): 01/01/2019 to 12/31/2019

Base (if options apply) Proprietary Info Total Estimated Revenue

*Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor requesting supplies or services required for performance of the contract or subcontract.*

**If assistance is needed to locate small business sources**, contact the Small Business Specialist (SBS) supporting the OPDIV. SBS contact information is located on the OSDBU website (<http://www.hhs.gov/about/smallbusiness/osdbustaff.html>) or you may contact the OSDBU headquarters at (202) 690-7300.

**1. Type of Plan (check one)**

**Individual plan** (all elements developed specifically for this contract and applicable for the full term of this contract).

**Master plan** (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

**Commercial products/service plan** (goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts) this plan applies to the entire production of commercial service or items or a portion thereof. The contractor sells commercial products and services customarily used for non-government purposes. The plan is effective during the offeror's fiscal year (attach a copy). *The Summary Subcontracting Report (SSR) must include a breakout of subcontracting prorated for HHS and other Federal agencies.*

**2. Goals**

Below indicate the dollar and percentage goals for Small Business (SB), Small Disadvantaged (SDB) including Alaska Native Corporations and Indian Tribes, Women-owned and Economically Disadvantaged Women-Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran Owned Small Business (VOSB), Service-Disabled Veteran-Owned (SDVOSB) Small Businesses and "Other than Small Business" (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704 or project annual subcontracting base and goals under commercial plans. If any contract has more four options, please attach additional sheets which illustrate dollar amounts and percentages. PLEASE NOTE: Zero dollars is not an acceptable goal for the SB, SDB, WOSB, HUBZone, VOSB or SDVOSB categories since this does not demonstrate a

good faith effort throughout the period of performance of the contract. Formula for below:  
2.b. + 2.h. = 2.a.

- a. **Total estimated dollar value of ALL planned subcontracting**, i.e., with ALL types of concerns is .
  
- b. **Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES** (including SDB, WOSB, HUBZone, VOSB and SDVOSB): (% of "a")  
\$  and  %
  
- c. **Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES:** (% of "a")  
\$  and  %
  
- d. **Total estimated dollar value and percent of planned subcontracting with WOMEN-OWNED SMALL BUSINESSES:** (% of "a")  
\$  and  %
  
- e. **Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES:** (% of "a")  
\$  and  %
  
- f. **Total estimated dollar and percent of planned subcontracting with VETERAN-OWNED SMALL BUSINESSES:** (% of "a")  
\$  and  %
  
- g. **Total estimated dollar and percent of planned subcontracting with SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES:** (% of "a")  
\$  and  %
  
- h. **Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES"** (As defined by the Small Business Administration as "any entity that is not classified as a small business. This includes large businesses, state and local governments, non-profit organizations, public utilities, educational institutions and foreign-owned firms.") (% of "a")  
\$  and  %
  
- i. Provide a description of ALL the products and/or services to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply):

Proprietary Info

Proprietary Info

Products and/or Services	Other	Small Business	SDB	WOSB	Hubz	VOSB	SDVOSB
Proprietary Info							

- j. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone and SDVOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, WOSB, HUBZone, VOSB and SDVOSB concerns were determined, how the capabilities of these concerns were considered contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

Subcontractor Info



Proprietary Info

- k. Indirect costs have  have not  been included in the dollar and percentage subcontracting goals above (check one).
- l. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns:

Proprietary Info

### 3. Program Administrator:

NAME:

Proprietary Info

TITLE:

ADDRESS:

251 Ballardvale Street

Wilmington, MA 01864

TELEPHONE:

Proprietary Info

E-MAIL:

**Duties:** Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? (If NO is checked, please who in

the company performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submit with the proposed subcontracting plan.)

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing;  Proprietary Info yes  Proprietary Info no
- b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns from all possible sources;  Proprietary Info yes  Proprietary Info no
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists;  Proprietary Info yes  Proprietary Info no
- d. Assuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing.  Proprietary Info yes  Proprietary Info no
- e. Ensuring that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns.  Proprietary Info yes  Proprietary Info no
- f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, HUBZone, VOSB and SDVOSB small business participation.  Proprietary Info yes  Proprietary Info no
- g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns to include the System for Award Management (<http://sam.gov>), local small business and minority associations, local chambers of commerce and Federal agencies' Small Business Offices;  Proprietary Info yes  Proprietary Info no
- h. Establishing and maintaining contract and subcontract award records;  Proprietary Info yes  Proprietary Info no
- i. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;  Proprietary Info yes  Proprietary Info no
- j. Ensuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;  Proprietary Info yes  Proprietary Info no
- k. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended;  Proprietary Info yes  Proprietary Info no
- l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;  Proprietary Info yes  Proprietary Info no
- m. Preparing and submitting timely, required subcontract reports  Proprietary Info yes  Proprietary Info no
- n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures;  Proprietary Info yes  Proprietary Info no

o. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and  Proprietary Info yes  Proprietary Info no

p. Other duties:

#### 4. Equitable Opportunity

Describe efforts the offeror will undertake to ensure that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:

b. Internal efforts to guide and encourage purchasing personnel:

#### 5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." Note: In accordance with FAR 52.212-5(e) and 52.244-6(c) the contractor is not required to include flow-down clause FAR 52.219.-9 if it is subcontracting commercial items.

## 6. Reporting and Cooperation

The contractor gives assurance of 1) cooperation in any studies or surveys that may be required; 2) submission of periodic reports which illustrate compliance with the subcontracting plan; 3) submission of its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); and 4) subcontractors submission of ISRs and SSRs. ISRs and SSRs shall be submitted via the Electronic Subcontracting Reporting System (eSRS) website <https://esrs.symplicity.com/index?tab=signin&cck=1>



Please refer to FAR Part 19.7 for instruction concerning the submission of a Commercial Plan: SSR is due on 10/30 each year for the previous fiscal year ending 9/30.

- a. Submit ISR (bi-annually) for the awarding Contracting Officer's review and acceptance via the eSRS website.
- b. Currently, SSR (annually) must be submitted for the HHS eSRS Agency Coordinator review and acceptance via the eSRS website. (*Note:* Log onto the OSDBU website to view the HHS Agency Coordinator contact information (<http://www.hhs.gov/about/smallbusiness/osdbustaff.html>)).

## 7. Record keeping

FAR 19.704(a) (11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, VOSB and SDVOSB sources;

- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone, VOSB and/or SDVOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards;
  - d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
  - e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
  - f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This is not required on a contract-by-contract basis for commercial plans.)
  - g. Other records to support your compliance with the subcontracting plan: (Please describe)
- 
- 

**8. Timely Payments to Subcontractors**

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with SB concerns, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns.

Your company has established and used such procedures:  Proprietary Info yes  Proprietary Info no

**9. Description of Good Faith Effort**

Maximum practicable utilization of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the SB, SDB, WOSB, HUBZone, VOSB and SDVOSB small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting official prior to approval of the plan.

Proprietary Info

## 10. Other Assurances

The contractor agrees to provide the Contracting Officer with a written explanation, within 30 days of contract completion, if the company fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The contractor used a small business concern in preparing the bid or proposal if—

- (i) The contractor identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
- (ii) The contractor used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the contractor is awarded the contract.

The contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

## SIGNATURE PAGE

Signatures Required:

### This subcontracting plan was submitted by:

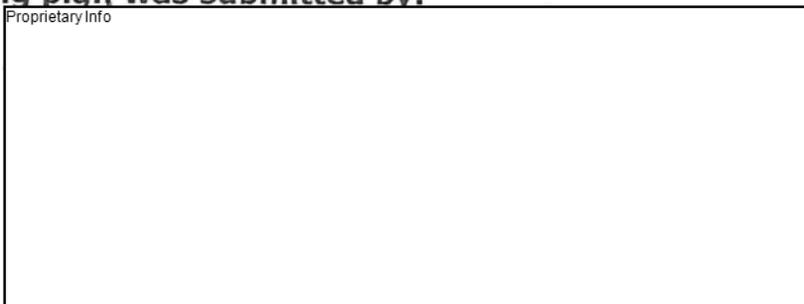
Signature:

Typed/Print Name:

Title:

Date:

Proprietary Info



### This plan was approved by:

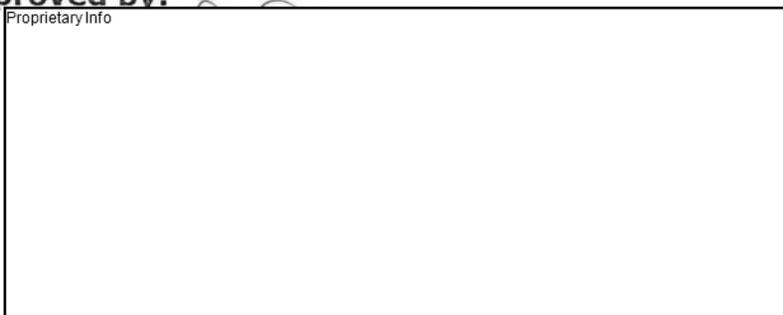
Signature:

Typed/Print Name:

Title:

Date:

Proprietary Info





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## **Safety and Health, HHSAR 352.223-70 (DEC 2015)**

- a. To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State, and local laws and regulations applicable to the work being performed under this contract. These laws are implemented or enforced by the Environmental Protection Agency, Occupational Safety and Health Administration (OSHA) and other regulatory/enforcement agencies at the Federal, State, and local levels.
  1. In addition, the Contractor shall comply with the following regulations when developing and implementing health and safety operating procedures and practices for both personnel and facilities involving the use or handling of hazardous materials and the conduct of research, development, or test projects:
    - I. 29 CFR 1910.1030, Bloodborne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories; and other applicable occupational health and safety standards issued by OSHA and included in 29 CFR part 1910. These regulations are available at <https://www.osha.gov/>.
    - II. Nuclear Regulatory Commission Standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 et seq.). The Contractor may obtain copies from the U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.
  2. The following Government guidelines are recommended for developing and implementing health and safety operating procedures and practices for both personnel and facilities:
    - I. Biosafety in Microbiological and Biomedical Laboratories, CDC. This publication is available at <http://www.cdc.gov/biosafety/publications/index.htm>.
    - II. Prudent Practices for Safety in Laboratories (1995), National Research Council, National Academy Press, 500 Fifth Street NW., Lockbox 285, Washington, DC 20055 (ISBN 0-309-05229-7). This publication is available at <http://www.nap.edu/catalog/4911/prudent-practices-in-the-laboratory-handling-and-disposal-of-chemicals>.
- b. Further, the Contractor shall take or cause to be taken additional safety measures as the Contracting Officer, in conjunction with the Contracting Officer's Representative or other appropriate officials, determines to be reasonably necessary. If compliance with these additional safety measures results in an increase or decrease in the cost or time required for performance of any part of work under this contract, the Contracting Officer will make an equitable adjustment in accordance with the applicable "Changes" clause set forth in this contract.
- c. The Contractor shall maintain an accurate record of, and promptly report to the Contracting Officer, all accidents or incidents resulting in the exposure of persons to

toxic substances, hazardous materials or hazardous operations; the injury or death of any person; or damage to property incidental to work performed under the contract resulting from toxic or hazardous materials and resulting in any or all violations for which the Contractor has been cited by any Federal, State or local regulatory/enforcement agency. The report citing all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; or damage to property incidental to work performed under the contract resulting from toxic or hazardous materials and resulting in any or all violations for which the Contractor has been cited shall include a copy of the notice of violation and the findings of any inquiry or inspection, and an analysis addressing the impact these violations may have on the work remaining to be performed. The report shall also state the required action(s), if any, to be taken to correct any violation(s) noted by the Federal, State, or local regulatory/enforcement agency and the time frame allowed by the agency to accomplish the necessary corrective action.

- d. If the Contractor fails or refuses to comply with the Federal, State or local regulatory/enforcement agency's directive(s) regarding any violation(s) and prescribed corrective action(s), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action (as approved by the Federal, State, or local regulatory/enforcement agencies) has been taken and documented to the Contracting Officer. No part of the time lost due to any such stop work order shall form the basis for a request for extension or costs or damages by the Contractor.
- e. The Contractor shall insert the substance of this clause in each subcontract involving toxic substances, hazardous materials, or hazardous operations. The Contractor is responsible for the compliance of its subcontractors with the provisions of this clause.

(End of clause)

Alamogordo Primate Facility Major and Specialized Equipment Inventory September 25, 2018

Dept/Area	Item	Additional Information	Amount	Condition
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Proprietary Info				
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Alamogordo Primate Facility Major and Specialized Equipment Inventory September 25, 2018

Dept/Area	Item	Additional Information	Amount	Condition
Proprietary Info				

## EMPLOYEE SEPARATION CHECKLIST

Contractor: \_\_\_\_\_ Contract No: \_\_\_\_\_

Departing Staff Member's Name: \_\_\_\_\_ Separation Date: \_\_\_\_\_

*Check and complete one of the columns below as appropriate:*

I. FRIENDLY SEPARATION		II. UNFRIENDLY SEPARATION	
Date (Mandatory)	Action	Date (Mandatory)	Action
	Remove all network and system access privileges.		Disable system access as quickly as possible—preferably just before the individual is notified of his or her dismissal.
	Collect any authentication tokens.		Terminate access to systems immediately when an employee notifies the Department of a resignation that is on unfriendly terms.
	Retrieve any access cards or Departmental identification badges.		Notify support functions (e.g., help desk) that an employee is no longer authorized access.
	Recover all keys.		Restrict the area and function of employees during the period between termination and leaving.
	Brief employee on continuing confidentiality and privacy responsibilities.		Immediately notify the Project Officer, appropriate NIH security officials, and the assigned IT Systems Manager of the time of removal.
	Review any employee contracts that remain valid after separation.		Request the Project Officer to have the combinations changed on all locks to which the contractor employee has access.
	Return property belonging to the United States Government.		Collect any authentication tokens.
	Identify any unique problems, filing schemes, or data backups created by the employee.		Retrieve any access cards or Departmental identification badges.
	Instruct employees on proper “clean up” procedures for their personal computers (PC) before leaving.		Recover all keys.
	Determine the employee's access termination date, and notify the Project Officer, appropriate NIH security officials, and the assigned IT Systems Manager within 24 hours of the time of termination.		Review the employee's duties and responsibilities under this contract with the Project Officer and assess the level of risk to the Government.
	Notify the Project Officer in writing upon completion of these actions.		Escort individual off premises in cases where the potential for retaliation is high.
			Notify the Project Officer in writing upon completion of these actions.

**CERTIFICATION:** By signing below, I certify that the above actions were taken on the dates indicated.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Typed Name of Individual Authorized to Certify for Contractor

\_\_\_\_\_  
Title of Individual Authorized to Certify for Contractor

# Accessibility Report

**Filename:**

Emp-sep-checklist.pdf

**Report created by:****Organization:**

[Enter personal and organization information through the Preferences > Identity dialog.]

## Summary

The checker found no problems in this document.

- Needs manual check: 0
- Passed manually: 2
- Failed manually: 0
- Skipped: 1
- Passed: 29
- Failed: 0

## Detailed Report

### Document

Rule Name	Status	Description
<a href="#">Accessibility permission flag</a>	Passed	Accessibility permission flag must be set
<a href="#">Image-only PDF</a>	Passed	Document is not image-only PDF
<a href="#">Tagged PDF</a>	Passed	Document is tagged PDF
<a href="#">Logical Reading Order</a>	Passed manually	Document structure provides a logical reading order
<a href="#">Primary language</a>	Passed	Text language is specified
<a href="#">Title</a>	Passed	Document title is showing in title bar
<a href="#">Bookmarks</a>	Passed	Bookmarks are present in large documents
<a href="#">Color contrast</a>	Passed manually	Document has appropriate color contrast

### Page Content

Rule Name	Status	Description
<a href="#">Tagged content</a>	Passed	All page content is tagged
<a href="#">Tagged annotations</a>	Passed	All annotations are tagged
<a href="#">Tab order</a>	Passed	Tab order is consistent with structure order
<a href="#">Character encoding</a>	Passed	Reliable character encoding is provided
<a href="#">Tagged multimedia</a>	Passed	All multimedia objects are tagged
<a href="#">Screen flicker</a>	Passed	Page will not cause screen flicker
<a href="#">Scripts</a>	Passed	No inaccessible scripts
<a href="#">Timed responses</a>	Passed	Page does not require timed responses
<a href="#">Navigation links</a>	Passed	Navigation links are not repetitive

### Forms

Rule Name	Status	Description
<a href="#">Tagged form fields</a>	Passed	All form fields are tagged
<a href="#">Field descriptions</a>	Passed	All form fields have description

### Alternate Text

Rule Name	Status	Description
<a href="#">Figures alternate text</a>	Passed	Figures require alternate text

<a href="#">Nested alternate text</a>	Passed	Alternate text that will never be read
<a href="#">Associated with content</a>	Passed	Alternate text must be associated with some content
<a href="#">Hides annotation</a>	Passed	Alternate text should not hide annotation
<a href="#">Other elements alternate text</a>	Passed	Other elements that require alternate text

## Tables

Rule Name	Status	Description
<a href="#">Rows</a>	Passed	TR must be a child of Table, THead, TBody, or TFoot
<a href="#">TH and TD</a>	Passed	TH and TD must be children of TR
<a href="#">Headers</a>	Passed	Tables should have headers
<a href="#">Regularity</a>	Passed	Tables must contain the same number of columns in each row and rows in each column
<a href="#">Summary</a>	Skipped	Tables must have a summary

## Lists

Rule Name	Status	Description
<a href="#">List items</a>	Passed	LI must be a child of L
<a href="#">Lbl and LBody</a>	Passed	Lbl and LBody must be children of LI

## Headings

Rule Name	Status	Description
<a href="#">Appropriate nesting</a>	Passed	Appropriate nesting

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WD 15-5458 (Rev.-8) was first posted on www.wdol.gov on 07/10/2018

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

Daniel W. Simms Director	Division of Wage Determinations		Wage Determination No.: 2015-5458 Revision No.: 8 Date Of Revision: 07/03/2018
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)

State: New Mexico

Area: New Mexico Counties of Curry, Lea, Quay, Roosevelt, Union

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.91
01012 - Accounting Clerk II		15.62
01013 - Accounting Clerk III		17.47
01020 - Administrative Assistant		24.45
01035 - Court Reporter		16.93
01041 - Customer Service Representative I		11.25
01042 - Customer Service Representative II		12.66
01043 - Customer Service Representative III		13.81
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.38
01060 - Dispatcher, Motor Vehicle		18.56
01070 - Document Preparation Clerk		13.27
01090 - Duplicating Machine Operator		13.27
01111 - General Clerk I		11.75
01112 - General Clerk II		16.25
01113 - General Clerk III		16.70
01120 - Housing Referral Assistant		19.21
01141 - Messenger Courier		9.99
01191 - Order Clerk I		12.16
01192 - Order Clerk II		13.27
01261 - Personnel Assistant (Employment) I		15.22
01262 - Personnel Assistant (Employment) II		17.32
01263 - Personnel Assistant (Employment) III		18.97
01270 - Production Control Clerk		23.63
01290 - Rental Clerk		13.42
01300 - Scheduler, Maintenance		15.37
01311 - Secretary I		15.37
01312 - Secretary II		17.77
01313 - Secretary III		19.21

01320 - Service Order Dispatcher	16.59
01410 - Supply Technician	24.45
01420 - Survey Worker	16.36
01460 - Switchboard Operator/Receptionist	11.82
01531 - Travel Clerk I	11.15
01532 - Travel Clerk II	12.06
01533 - Travel Clerk III	13.19
01611 - Word Processor I	13.27
01612 - Word Processor II	14.89
01613 - Word Processor III	16.66
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.66
05010 - Automotive Electrician	19.89
05040 - Automotive Glass Installer	18.62
05070 - Automotive Worker	18.62
05110 - Mobile Equipment Servicer	16.12
05130 - Motor Equipment Metal Mechanic	21.12
05160 - Motor Equipment Metal Worker	18.62
05190 - Motor Vehicle Mechanic	21.40
05220 - Motor Vehicle Mechanic Helper	14.89
05250 - Motor Vehicle Upholstery Worker	17.39
05280 - Motor Vehicle Wrecker	18.62
05310 - Painter, Automotive	19.89
05340 - Radiator Repair Specialist	18.62
05370 - Tire Repairer	12.90
05400 - Transmission Repair Specialist	21.12
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.93
07041 - Cook I	10.53
07042 - Cook II	12.50
07070 - Dishwasher	9.02
07130 - Food Service Worker	9.23
07210 - Meat Cutter	13.13
07260 - Waiter/Waitress	8.79
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.89
09040 - Furniture Handler	13.01
09080 - Furniture Refinisher	22.89
09090 - Furniture Refinisher Helper	16.40
09110 - Furniture Repairer, Minor	19.77
09130 - Upholsterer	22.89
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.67
11090 - Gardener	14.91
11122 - Housekeeping Aide	11.51
11150 - Janitor	11.51
11210 - Laborer, Grounds Maintenance	11.29
11240 - Maid or Houseman	9.88
11260 - Pruner	9.81
11270 - Tractor Operator	14.23
11330 - Trail Maintenance Worker	11.29
11360 - Window Cleaner	12.29
12000 - Health Occupations	
12010 - Ambulance Driver	16.15
12011 - Breath Alcohol Technician	18.12
12012 - Certified Occupational Therapist Assistant	29.08
12015 - Certified Physical Therapist Assistant	24.27
12020 - Dental Assistant	15.10
12025 - Dental Hygienist	41.58
12030 - EKG Technician	30.71

12035 - Electroneurodiagnostic Technologist	30.71
12040 - Emergency Medical Technician	16.15
12071 - Licensed Practical Nurse I	18.62
12072 - Licensed Practical Nurse II	20.83
12073 - Licensed Practical Nurse III	23.23
12100 - Medical Assistant	13.56
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	12.64
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	17.14
12210 - Nuclear Medicine Technologist	39.53
12221 - Nursing Assistant I	11.33
12222 - Nursing Assistant II	12.74
12223 - Nursing Assistant III	13.90
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	15.40
12236 - Optical Technician	15.46
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	13.37
12305 - Radiologic Technologist	25.53
12311 - Registered Nurse I	24.19
12312 - Registered Nurse II	29.61
12313 - Registered Nurse II, Specialist	29.61
12314 - Registered Nurse III	35.83
12315 - Registered Nurse III, Anesthetist	35.83
12316 - Registered Nurse IV	42.91
12317 - Scheduler (Drug and Alcohol Testing)	22.00
12320 - Substance Abuse Treatment Counselor	24.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.34
13012 - Exhibits Specialist II	20.25
13013 - Exhibits Specialist III	24.77
13041 - Illustrator I	16.34
13042 - Illustrator II	20.25
13043 - Illustrator III	24.77
13047 - Librarian	22.42
13050 - Library Aide/Clerk	10.33
13054 - Library Information Technology Systems Administrator	20.25
13058 - Library Technician	14.76
13061 - Media Specialist I	14.62
13062 - Media Specialist II	16.34
13063 - Media Specialist III	18.23
13071 - Photographer I	13.30
13072 - Photographer II	15.63
13073 - Photographer III	18.41
13074 - Photographer IV	22.53
13075 - Photographer V	27.26
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	14.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.98
14042 - Computer Operator II	15.64
14043 - Computer Operator III	19.48
14044 - Computer Operator IV	21.63
14045 - Computer Operator V	23.96
14071 - Computer Programmer I	(see 1) 22.18
14072 - Computer Programmer II	(see 1) 27.50
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.98
14160 - Personal Computer Support Technician		21.63
14170 - System Support Specialist		30.21
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.98
15020 - Aircrew Training Devices Instructor (Rated)		34.92
15030 - Air Crew Training Devices Instructor (Pilot)		41.21
15050 - Computer Based Training Specialist / Instructor		27.98
15060 - Educational Technologist		35.19
15070 - Flight Instructor (Pilot)		41.21
15080 - Graphic Artist		19.64
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		38.82
15086 - Maintenance Test Pilot, Rotary Wing		38.82
15088 - Non-Maintenance Test/Co-Pilot		38.82
15090 - Technical Instructor		20.77
15095 - Technical Instructor/Course Developer		25.42
15110 - Test Proctor		17.77
15120 - Tutor		17.77
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.09
16030 - Counter Attendant		9.09
16040 - Dry Cleaner		10.45
16070 - Finisher, Flatwork, Machine		9.09
16090 - Presser, Hand		9.09
16110 - Presser, Machine, Drycleaning		9.09
16130 - Presser, Machine, Shirts		9.09
16160 - Presser, Machine, Wearing Apparel, Laundry		9.09
16190 - Sewing Machine Operator		10.90
16220 - Tailor		11.32
16250 - Washer, Machine		9.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.58
19040 - Tool And Die Maker		29.64
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.12
21030 - Material Coordinator		23.63
21040 - Material Expediter		23.63
21050 - Material Handling Laborer		12.60
21071 - Order Filler		11.13
21080 - Production Line Worker (Food Processing)		16.12
21110 - Shipping Packer		14.86
21130 - Shipping/Receiving Clerk		14.86
21140 - Store Worker I		9.60
21150 - Stock Clerk		14.18
21210 - Tools And Parts Attendant		16.12
21410 - Warehouse Specialist		16.12
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.96
23019 - Aircraft Logs and Records Technician		19.30
23021 - Aircraft Mechanic I		24.33
23022 - Aircraft Mechanic II		25.96
23023 - Aircraft Mechanic III		27.48
23040 - Aircraft Mechanic Helper		16.71
23050 - Aircraft, Painter		22.62
23060 - Aircraft Servicer		19.30
23070 - Aircraft Survival Flight Equipment Technician		22.62
23080 - Aircraft Worker		20.98
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.98

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	24.33
23110 - Appliance Mechanic	22.58
23120 - Bicycle Repairer	17.17
23125 - Cable Splicer	30.17
23130 - Carpenter, Maintenance	19.38
23140 - Carpet Layer	21.08
23160 - Electrician, Maintenance	24.60
23181 - Electronics Technician Maintenance I	22.26
23182 - Electronics Technician Maintenance II	24.01
23183 - Electronics Technician Maintenance III	25.83
23260 - Fabric Worker	19.58
23290 - Fire Alarm System Mechanic	24.92
23310 - Fire Extinguisher Repairer	18.10
23311 - Fuel Distribution System Mechanic	24.24
23312 - Fuel Distribution System Operator	20.04
23370 - General Maintenance Worker	15.84
23380 - Ground Support Equipment Mechanic	24.33
23381 - Ground Support Equipment Servicer	19.30
23382 - Ground Support Equipment Worker	20.98
23391 - Gunsmith I	18.10
23392 - Gunsmith II	21.08
23393 - Gunsmith III	24.92
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.00
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.34
23430 - Heavy Equipment Mechanic	23.43
23440 - Heavy Equipment Operator	20.37
23460 - Instrument Mechanic	24.92
23465 - Laboratory/Shelter Mechanic	22.58
23470 - Laborer	12.60
23510 - Locksmith	20.53
23530 - Machinery Maintenance Mechanic	23.91
23550 - Machinist, Maintenance	24.75
23580 - Maintenance Trades Helper	16.08
23591 - Metrology Technician I	24.92
23592 - Metrology Technician II	26.59
23593 - Metrology Technician III	28.15
23640 - Millwright	24.92
23710 - Office Appliance Repairer	22.58
23760 - Painter, Maintenance	17.46
23790 - Pipefitter, Maintenance	21.54
23810 - Plumber, Maintenance	20.56
23820 - Pneudraulic Systems Mechanic	24.92
23850 - Rigger	24.92
23870 - Scale Mechanic	21.08
23890 - Sheet-Metal Worker, Maintenance	23.28
23910 - Small Engine Mechanic	17.42
23931 - Telecommunications Mechanic I	24.39
23932 - Telecommunications Mechanic II	26.03
23950 - Telephone Lineman	21.32
23960 - Welder, Combination, Maintenance	25.61
23965 - Well Driller	24.92
23970 - Woodcraft Worker	24.92
23980 - Woodworker	18.10
24000 - Personal Needs Occupations	
24550 - Case Manager	13.06
24570 - Child Care Attendant	8.98
24580 - Child Care Center Clerk	12.97
24610 - Chore Aide	9.22

24620 - Family Readiness And Support Services Coordinator	13.06
24630 - Homemaker	15.93
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.92
25040 - Sewage Plant Operator	17.29
25070 - Stationary Engineer	24.92
25190 - Ventilation Equipment Tender	16.40
25210 - Water Treatment Plant Operator	17.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.03
27007 - Baggage Inspector	13.05
27008 - Corrections Officer	17.47
27010 - Court Security Officer	19.36
27030 - Detection Dog Handler	15.74
27040 - Detention Officer	17.47
27070 - Firefighter	20.08
27101 - Guard I	13.05
27102 - Guard II	15.74
27131 - Police Officer I	23.04
27132 - Police Officer II	25.57
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.65
28042 - Carnival Equipment Repairer	13.88
28043 - Carnival Worker	10.52
28210 - Gate Attendant/Gate Tender	13.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.22
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	16.72
28630 - Sports Official	12.11
28690 - Swimming Pool Operator	18.91
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.48
29020 - Hatch Tender	24.48
29030 - Line Handler	24.48
29041 - Stevedore I	22.73
29042 - Stevedore II	26.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
30021 - Archeological Technician I	16.30
30022 - Archeological Technician II	18.22
30023 - Archeological Technician III	22.58
30030 - Cartographic Technician	22.58
30040 - Civil Engineering Technician	21.39
30051 - Cryogenic Technician I	23.76
30052 - Cryogenic Technician II	26.25
30061 - Drafter/CAD Operator I	16.30
30062 - Drafter/CAD Operator II	18.22
30063 - Drafter/CAD Operator III	20.71
30064 - Drafter/CAD Operator IV	25.13
30081 - Engineering Technician I	15.07
30082 - Engineering Technician II	16.90
30083 - Engineering Technician III	18.91
30084 - Engineering Technician IV	23.43
30085 - Engineering Technician V	28.66
30086 - Engineering Technician VI	34.67
30090 - Environmental Technician	21.53
30095 - Evidence Control Specialist	21.45

30210 - Laboratory Technician	20.09
30221 - Latent Fingerprint Technician I	23.76
30222 - Latent Fingerprint Technician II	26.25
30240 - Mathematical Technician	22.58
30361 - Paralegal/Legal Assistant I	19.11
30362 - Paralegal/Legal Assistant II	23.67
30363 - Paralegal/Legal Assistant III	28.95
30364 - Paralegal/Legal Assistant IV	35.03
30375 - Petroleum Supply Specialist	26.25
30390 - Photo-Optics Technician	22.58
30395 - Radiation Control Technician	26.25
30461 - Technical Writer I	21.64
30462 - Technical Writer II	26.45
30463 - Technical Writer III	32.01
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30501 - Weather Forecaster I	23.76
30502 - Weather Forecaster II	28.90
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.71
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 22.58
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.33
31020 - Bus Aide	12.01
31030 - Bus Driver	17.05
31043 - Driver Courier	15.85
31260 - Parking and Lot Attendant	11.56
31290 - Shuttle Bus Driver	17.16
31310 - Taxi Driver	11.46
31361 - Truckdriver, Light	17.16
31362 - Truckdriver, Medium	19.26
31363 - Truckdriver, Heavy	21.67
31364 - Truckdriver, Tractor-Trailer	21.67
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.45
99050 - Desk Clerk	11.45
99095 - Embalmer	24.24
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	10.35
99252 - Laboratory Animal Caretaker II	11.21
99260 - Marketing Analyst	24.11
99310 - Mortician	24.24
99410 - Pest Controller	16.08
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	18.13
99711 - Recycling Specialist	22.85
99730 - Refuse Collector	15.76
99810 - Sales Clerk	11.55
99820 - School Crossing Guard	10.91
99830 - Survey Party Chief	19.32
99831 - Surveying Aide	13.44
99832 - Surveying Technician	18.44
99840 - Vending Machine Attendant	15.09
99841 - Vending Machine Repairer	19.12
99842 - Vending Machine Repairer Helper	15.09

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.48 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.18 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. \*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties

within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\*

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

**DEPARTMENT OF THE AIR FORCE**  
**PERMIT TO THE NATIONAL INSTITUTES OF HEALTH**  
**TO USE PROPERTY LOCATED ON**  
**HOLLOMAN AIR FORCE BASE, NEW MEXICO**

**THE SECRETARY OF THE AIR FORCE**, hereinafter referred to as “Grantor”, hereby grants to the National Institutes of Health, hereinafter referred to as “Grantee”, a Permit, revocable at will by the Secretary of the Air Force, for use and operation of a chimpanzee care facility, referred to hereafter as the Alamogordo Primate Facility (APF), at Holloman Air Force Base, New Mexico (hereinafter referred to as the “Installation”), identified in **EXHIBITS A and B**, both attached hereto and made a part hereof, hereinafter referred to as the “Premises”. The APF consists of several buildings some of which are under the real property accountability of Grantee and some of which are under the real property accountability of Grantor. All of the land is under the real property accountability of Grantor. This Permit allows Grantee to operate the APF by having access to and using its buildings as well as Grantor’s buildings and the land underlying both. Grantor and Grantee, when referred to together, are hereinafter referred to as the “Parties”.

**THIS PERMIT** is granted subject to the following conditions.

**1. Term.** This Permit shall be for a term of twenty-five (25) years effective beginning on 1 May 2001 and shall expire without further notice on 1 May 2026, unless sooner terminated or revoked by Grantor. The obligations of Grantee under this Permit, including those regarding remediation of environmental damage and removal of

structures, facilities, and equipment installed by Grantee, shall remain in effect after the expiration, cancellation, or termination of this Permit unless otherwise agreed to by the Parties.

**2. Consideration.** Grantee shall pay no fee to Grantor for this permit.

**3. Correspondence.** All correspondence to be sent and notices to be given pursuant to this Permit shall be addressed, if to Grantor, to—

Commander  
49<sup>th</sup> Civil Engineer Squadron  
550 Tabosa Avenue  
Holloman AFB NM 88330-8458,

and, if to Grantee, to—

Dr. John Strandberg  
Director, Division of Comparative Medicine  
National Center for Research Resources, NIH  
Room 6030  
6705 Rockledge Drive  
Bethesda, MD 20812-7965,

or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. Access.** The use, operation, and occupation of the Premises shall be without cost or expense to the Department of the Air Force, except as specified herein, and are subject to the general supervision and control of the Commander, 49<sup>th</sup> Fighter Wing, or his duly authorized representative, hereinafter referred to as "said officer".

**4.1.** In accepting the privileges and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Grantor will not permit activities that interfere with the Installation's military mission. This Installation is a closed military installation and is subject to the provisions of Section 21 of the Internal

Security Act of 1950, 50 U.S.C. §797. Access to the installation is subject to the control of its commanding officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Grantee, its employees, agents, contractors, and invitees is subject to such regulations and orders. This Permit is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this Permit. Violation of any such regulations, orders, or conditions may, in the discretion of said officer, result in the termination of this Permit. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the installation they may visit. Grantee is responsible for the actions of its employees, agents, contractors, and invitees while on the Installation and acting under this Permit; any liability of the Grantor resulting from the actions of Grantee's employees, agents, contractors, and invitees shall be the responsibility of Grantee and Grantee's licensees and contractors shall hold Grantor harmless for any such liability and indemnify it.

4.2. This Permit does not guarantee that the Installation will remain open or active at its current level.

**5. Condition of Premises.** Grantee has inspected and knows the condition of the Premises. It is understood that they are permitted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, or improvements. The Parties will jointly perform and sign a Physical Condition Report at the beginning of the permit period. This report shall be attached hereto and made a part hereof as **EXHIBIT C**. The Physical Condition Report need not address the condition of those facilities identified in **EXHIBIT B** as being under the real property accountability of Grantee.

**6. Protection of Premises.** Grantee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or

expense to Grantor. Grantee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, contamination, or other causes. Any property on the Premises damaged or destroyed by Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by Grantee to the satisfaction of said officer.

**7. Air Force Property.** Any interference with the use of or damage to property under control of the Department of the Air Force incident to the exercise of the privileges herein granted shall be promptly corrected by Grantee to the satisfaction of said officer. If Grantee fails to promptly repair or replace any such property, said officer may repair or replace such property and Grantee shall be liable for the costs of such repair or replacement.

**8. Costs of Services.** Grantee will be responsible for the cost of all utilities, janitorial services, building maintenance (which includes that portion of the utility system dedicated to the Premises), environmental costs (including recycling), and grounds maintenance for the Premises without cost to the Department of the Air Force: Provided, however, that the Air Force will provide electricity, gas, and water, and disposal of wastewater in an aggregate amount not to exceed four thousand and five hundred dollars (\$4,500.00) a month, anything beyond that amount being the responsibility of Grantee. In exchange for Grantor providing such limited unreimbursed electricity, gas, water, and wastewater services, Grantee will provide to Grantor, during the term of this Permit, use of any of the chimpanzees located at the APF for research purposes, conducted either on Holloman AFB or elsewhere, without fee or cost to Grantor, but any such chimpanzee will remain the property of Grantee. The Grantor may provide these services on a reimbursable basis depending on availability. In the case of some services, the Grantor may, for purposes of installation-wide contract uniformity and control of access, require Grantee to use the services of the installation contractor providing that service; such services will also be reimbursable.

**9. Restoration of Premises.** In accordance with 10 U.S.C. § 2691, on or before the date of expiration of this Permit or its cancellation by agreement of Grantor and Grantee or its termination by Grantor, Grantee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition, subject to demolition of facilities by Grantor as provided in this Condition 9. Grantor may, in its sole and absolute discretion, consent to Grantee abandoning all or part of its real property and improvements on the Installation, but such consent must be unequivocal and in writing. Restoration of the Premises, for purposes of this condition, shall include any remedial or removal action necessitated by the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) or the Solid Waste Disposal Act, as they may have been or may be amended from time to time, or similar state laws applicable to the Premises. If Grantee fails to perform the required removal and restoration in a timely manner, Grantor may perform the required removal and restoration in Grantee's place and Grantee shall reimburse Grantor its costs of removal and restoration. Grantor agrees that Grantee is not responsible for demolition of Buildings Redacted by agreement or Grantor's buildings. As any of Buildings Redacted by agreement become vacant and unused, Grantor may demolish them at that time, provided such demolition does not interfere with Grantee's use of the remaining buildings. Grantor and Grantee will cooperate to ensure the timely demolition of these buildings when no longer needed to support the APF. Restoration of buildings scheduled to be demolished by Grantor will not be required of Grantee if such restoration would not decrease the cost to Grantor of demolition.

**10. Compliance with Laws.** Grantee shall comply with all applicable Federal, state, interstate, and local laws, regulations, and requirements. Grantee shall comply with all permits issued to the installation for those actions of Grantee covered by said permits. Any fines, penalties, or charges of any kind levied against the Grantor which are based on the violation of a permit shall, if such violation is the result of actions of Grantee, be paid by Grantee. In those cases where a fine, penalty, or charge is attributable to the actions of other entities besides the Grantee, Grantor shall, after consulting with Grantee, apportion

the liability for the fine, penalty, or charge between those entities whose actions generated the fine, penalty, or charge. Grantor's apportionment shall be final and conclusive on Grantee. Grantor may pay any fine, penalty, or charge levied against Grantor based on such violation in order to meet mandatory response times, but Grantee shall reimburse Grantor for such payment. Said officer may enter upon and into the Premises with or without notice for the purpose of ensuring compliance with the terms and conditions of this Permit. If needed, Grantee will obtain its own Environmental Protection Agency generator identification number.

**11. Alteration of Premises.** No additions to or alterations of the Premises shall be made without the prior written approval of said officer. Approval by Grantor will not be unreasonably withheld or delayed. To facilitate timely approval by Grantor, Grantee will advise said officer of Grantee's proposed work schedule. Grantee will not bring hazardous materials upon the Premises without the prior approval of said officer. This Condition does not apply to alterations to the interior of those facilities identified in **EXHIBIT B** as being under the real property accountability of Grantee.

**12. Asbestos.** Grantee will not make any improvements or engage in any construction on the Premises which contain asbestos-containing material (ACM), without prior approval of said officer. Grantee will be responsible for monitoring the condition of ACM in any portion of the Premises for deterioration or damage. Grantee will be responsible, at its expense, for remediation of any ACM on the Premises which is deteriorated, disturbed, or damaged during the term of this Permit, unless the ACM is disturbed or damaged by Grantor's action.

**13. Lead-based Paint.** Grantee will test any painted surface to be affected by any maintenance, repair, or construction modifications to determine if the paint is lead-based and will handle that surface in compliance with all applicable laws and regulations.

**14. Safety and Waste Disposal.** Grantee, at its expense, must comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper disposal of solid and hazardous wastes generated by its activities. Grantee will not bring solid or hazardous waste upon the Premises. Grantee will also be responsible for the cost of proper disposal of solid and hazardous wastes generated by its activities under this Permit. The Grantor may require Grantee to utilize the Grantor's centralized system for the handling, storage, and disposal of solid waste and hazardous waste; if so required and if Grantee properly and accurately identifies and handles its solid and hazardous wastes in accordance with Grantor's directions, Grantee will not be liable for any failure of Grantor to properly transport, treat, or dispose of such solid and hazardous wastes. The Grantor may require Grantee to participate in Grantor's pollution prevention and recycling programs.

**15. Environmental Compliance.**

**15.1.** In its activities under this Permit, Grantee shall comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pest management, natural resources management (including protection of threatened, endangered, and base sensitive species), pollution control and abatement, safe drinking water, wastewater, air quality, and solid and hazardous waste. Grantee is responsible for and shall obtain all applicable air quality related permits associated with Grantee's activities on the Premises. Responsibility for compliance with such requirements rests exclusively with Grantee. Grantee assumes responsibility for and shall pay all costs of, or relating to, any modification of the installation drinking water or waste water treatment systems, or any Grantee modifications which impact air quality, necessitated by the activities of Grantee under this Permit.

**15.2.** Grantor is the focal point for communications with regulatory authorities for all activities on the Installation. Grantee will, in complying with applicable environmental requirements, coordinate with Grantor and communicate with regulatory

agencies and the public through Grantor. When required due to Grantor's status as owner of the Premises, Grantor shall provide assistance to Grantee in obtaining permits.

**16. Historic Preservation.** Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

**17. Access for Restoration.** The Air Force, the United States Environmental Protection Agency (USEPA), and the State of New Mexico, and their duly authorized officers, employees, agents, contractors, and subcontractors have the right, upon reasonable notice to Grantee, to enter upon the Premises for the purposes enumerated in this Condition and for such other purposes as are consistent with the Installation Restoration Program (IRP):

**17.1.** To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the Holloman AFB IRP;

**17.2.** To inspect field activities of the Air Force and its contractors and subcontractors in implementing the Holloman AFB IRP;

**17.3.** To conduct any test or survey required by the USEPA or the State of New Mexico relating to the implementation of the IRP or environmental conditions at the Premises or to verify any data submitted to the USEPA or the State of New Mexico by the Air Force relating to such conditions;

**17.4.** To conduct, operate, maintain, or undertake any other response or remedial action as required under or necessitated by the Holloman AFB IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

Grantee will cooperate with Grantor, USEPA, or the State, as the case may be, in their actions implementing the IRP.

**18. Environmental Baseline.** If Grantor determines that an Environmental Baseline Survey (EBS) is required for this Permit, an EBS documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon will be jointly funded and prepared by the Parties and will be attached hereto and made a part hereof as **EXHIBIT D**. Upon cancellation or relinquishment of this Permit, another EBS shall be prepared which will document the environmental condition of the property at that time. That EBS shall be attached hereto and made a part hereof as an Exhibit. Grantee is responsible for the costs of that EBS and any environmental remediation necessitated as a result of its use of the Premises.

**19. Liability for Injury.** Grantor shall not be responsible for damage to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of the Premises, or its use and occupation by Grantee. Grantee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors, invitees, or others, by reason of or incident to Grantee's possession and/or use of the Premises, and the activities conducted under this Permit. Grantee may, in its discretion, require its contractors to carry appropriate levels of insurance against such risks of loss. For liability assignable to Grantee, Grantee shall, at its expense, either settle and pay any claims arising out of Grantee's use and occupancy of the Premises and/or retain administrative responsibility for any litigation resulting from such claims, including reimbursement of the Judgment Fund; provided, however, that Grantor or another agency of the Government may, as a matter of its internal policy, assume responsibility for certain claims of that agency's personnel while assigned or detailed to the Grantee, or otherwise present on the Premises.

**20. Transferring.**

**20.1.** Grantee shall not transfer, permit, license, lease, or dispose of in any way (all referred to in this Condition 20 as "transfer") this Permit or any interest therein or any property on the Premises, or otherwise create any interest therein, without the prior

written consent of said officer. Such consent shall not be unreasonably withheld or delayed, subject to the provisions of Conditions **20.2** through **20.4**. No assignment shall be made of this Permit.

**20.2.** Any transfer by Grantee shall be subject to all of the terms and conditions of this Permit and shall terminate immediately upon the expiration or any earlier cancellation or termination of this Permit, without any liability on the part of Grantor to Grantee or to any transferee. Under any transfer made, with or without consent, the transferee shall be deemed to have assumed all of the obligations of Grantee under this Permit. No transfer shall relieve Grantee of any of its obligations hereunder.

**20.3.** Grantee shall furnish said officer, for his prior written consent, a copy of each transfer Grantee proposes to execute. Such consent by said officer may include the requirement to delete, add, or change provisions in the transfer instrument as Grantor shall deem necessary to protect its interests. In particular, should Grantee propose a transfer to an entity that is not a federal agency or instrumentality, Grantor may require the transferee to maintain, for the benefit of the Government, appropriate liability and casualty insurance. Consent to or rejection of any transfer shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the Parties under this Permit.

**20.4.** Any transfer instrument must expressly provide that (1) the transfer and the transferee are subject to all of the terms and conditions of this Permit; (2) the transfer shall terminate with the expiration, cancellation, or earlier termination of this Permit; and (3) in case of any conflict between this Permit and the transfer instrument, this Permit will control. A copy of this Permit must be attached to the transfer instrument.

**20.5.** The use of a contractor by Grantee to operate the APF will not be considered a transfer under this Condition 20. To ensure the security of the Installation, any such contractor must be approved by Grantor prior to its entering upon the Premises to perform its contractual functions. The approval or disapproval by Grantor of a Grantee contractor shall be without any liability on the part of Grantor to Grantee or to the contractor. Grantee shall require its contractors to comply with the terms and conditions of this Permit.

**21. Subletting.** Neither this Permit nor any interest under it shall be sublet by Grantee or by any transferee of Grantee.

**22. Availability of Funds.** The obligations of any Party to this Permit or of any assignee or transferee of the Permit shall be subject to the availability of appropriated funds, unless such Party or assignee or transferee is a non-appropriated fund instrumentality. No appropriated funds are obligated by this Permit.

**23. Amendments.** This Permit may only be modified or amended by the written agreement of the Parties.

**24. Real Property Accountability.** Grantor may transfer real property accountability for the Premises, or a part of the Premises, to another federal agency. Such transfer will not affect this Permit without the agreement of Grantor and Grantee.

**25. Termination.** This Permit may be terminated, in whole or in part, by the Grantor for failure to comply with the terms of the Permit.

**26. Support Agreements.** Grantor and Grantee will enter into a support agreement under the provisions of Air Force Instruction 25-201, *Support Agreements Procedures*, which will supplement this Permit and provide added detail. Nothing in the support agreement may modify or contradict the provisions of this Permit and, if there is any conflict between the provisions of this Permit and any support agreement, the provisions of this Permit shall govern.

**27. Condition Headings.** The headings contained in this Permit are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

**28. Special Conditions.** This Permit is granted for the purpose of allowing Grantee to establish and operate its APF. The Parties anticipate that Grantee will operate the APF through a contractor. The purpose of the APF is to provide housing and care for chimpanzees belonging to Grantee. The following conditions apply to this Permit:

**28.1.1.** Grantee will establish the APF with a specific number of chimpanzees it owns, that number totaling 257. The specific chimpanzees comprising that group of 257 are listed on **EXHIBIT E**, attached hereto and made a part hereof. No chimpanzees other than those listed on **EXHIBIT E** may be located at the APF during the term of this Permit. Any chimpanzees not listed on **EXHIBIT E** and located on the Premises on the beginning date of this Permit shall promptly be moved off the Premises and off Holloman AFB by Grantee.

**28.2.** No chimpanzee may be moved onto the Premises after the beginning date of this Permit. If any chimpanzee listed on **EXHIBIT E** is moved off the Premises for any reason, it will not be returned to the Premises but must be housed and cared for off the Premises and off Holloman AFB; no chimpanzee, once it leaves the APF, may return to the APF (other than those provided to Grantor under Condition 8 for research purposes).

**28.3.** Grantee will not breed chimpanzees nor allow their reproduction on the Premises. Any chimpanzee born on the Premises will be relocated off the Premises and off Holloman AFB by Grantee within thirty (30) days of its birth.

**28.4.** Subject to Condition 8, Grantee will not engage in nor allow any invasive research to be conducted on the Premises. If a chimpanzee is to be used for such research, the chimpanzee must be taken off the Premises and off Holloman AFB to conduct the research; once off the Premises, the chimpanzee will not be returned to the Premises or to Holloman AFB. Grantee may engage in normal veterinary care of the chimpanzees while on the Premises, but solely to provide appropriate and necessary health care for them. For a period not to exceed two (2) years from the beginning date of this Permit, Grantee may, notwithstanding this Condition 28.4, continue pre-existing invasive research protocols at the APF on those chimpanzees identified for this purpose on Exhibit E; but that research must cease no later than the end of the said two (2) year

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period or the chimpanzee in question must be removed from the APF and Holloman AFB in accordance with this Condition 28.4.

28.5. Any chimpanzee declared as surplus under the Chimpanzee Health Improvement, Maintenance, and Protection Act, Public Law 106-551, will immediately be removed from the Premises and Holloman AFB and will not be returned.

**THIS PERMIT** is not subject to Title 10, United States Code, Section 2662.

**IN WITNESS** whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this 27<sup>th</sup> day of April, 2001.

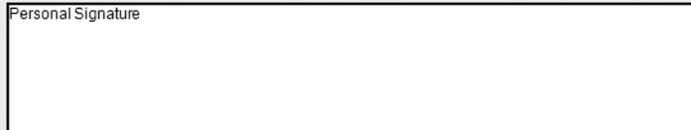
**FOR THE DEPARTMENT OF THE AIR FORCE**

Personal Signature  


Deputy Assistant Secretary of the Air Force  
(Installations)

This Permit is also executed by Grantee this 30 day of April, 2001.

**FOR THE NATIONAL INSTITUTES OF HEALTH**

Personal Signature  


Dr. Wendy Baldwin  
Deputy Director for Extramural Research  
National Institutes of Health

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**THIS PERMIT** is not subject to Title 10, United States Code, Section 2662.

**IN WITNESS** whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this \_\_\_ day of April, 2001.

**FOR THE DEPARTMENT OF THE AIR FORCE**

\_\_\_\_\_  
Jimmy D. Dishner  
Deputy Assistant Secretary of the Air Force  
(Installations)

This Permit is also executed by Grantee this \_\_\_ day of April, 2001.

**FOR THE NATIONAL INSTITUTES OF HEALTH**

\_\_\_\_\_  
Dr. Wendy Baldwin  
Deputy Director for Extramural Research  
National Institutes of Health