



National Institutes of Health
National Center for
Research Resources
Bethesda, Maryland 20892

March 16, 2005

Ms. Jean Barnes
Executive Director
Primate Freedom Project
PO Box 1623
Fayetteville, GA 30214

Re: FOI Case No. 30282

Dear Ms. Barnes:

This is a final response to your July 13, 2004 Freedom of Information Act (FOIA) request addressed to me. You requested a copy of all contracts the Department of Health and Human Services (DHHS), National Institutes of Health (NIH), and National Center for Research Resources (NCRR) has with all eight National Primate Research Centers. You also requested a copy of all contracts with any facilities, public or private, that receive funding for the housing, maintenance, purchase, or any other outlay of tax monies involving any primate, including those primates owned by NIH. Please note, as previously stated in my August 23, 2004 letter to you, that NCRR can only respond as it relates to records held by this center; records maintained by other DHHS agencies or NIH institutes/centers must be requested from them directly.

The contract (N02-RR-1-2079) awarded to Charles River Laboratories to operate the Alamogordo Primate Facility and those portions of the technical proposal that were incorporated into the contract were sent to you on March 2, 2005, and included 178 pages. Today I am sending you another 132 pages responsive to your request. This includes the contract (N02-RR-2-2082) awarded to Chimp Haven Inc., along with the technical proposal that was incorporated into the contract. It is DHHS and NIH FOIA policy to expunge cost and fixed fees; future allotments to the contract; estimated costs; fringe benefits; labor/overhead rates; line item costs; negotiated costs; EIN number; names of non-key personnel; resumes other than that of the principal investigator; and names and information on subcontractors and consultants. This information has been removed from the enclosed materials.

The two contracts named above are the only two NCRR contracts that are responsive to your request. Please note that NCRR does not have contracts with the National Primate Research Centers.

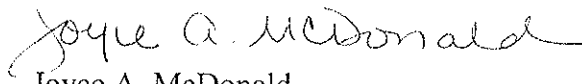
Requesters who ask for contracts into which proposals have been incorporated usually want to receive only material that will help in understanding the process that led to the awards or to improve their own methods of drafting proposals. Requesters usually do not want material that submitters believe would harm them if released. We have found that

the spirit of the FOIA can be enhanced through a spirit of cooperation among requesters and those who have submitted materials.

We asked the originator of the proposal for advice and the material we are providing reflects that advice. If you feel that any material has been omitted that should have been made available to you, please write to me and I will consult with the NIH Freedom of Information Officer.

Provisions of the FOIA and DHHS FOIA Regulations allow us to recover part of the cost of responding to your request. Because the total cost is below the \$25 minimum, there is no charge for the enclosed materials.

Sincerely,

A handwritten signature in cursive script that reads "Joyce A. McDonald".

Joyce A. McDonald
Freedom of Information Coordinator
National Center for Research Resources
National Institutes of Health
6701 Democracy Boulevard
Room 978-MSC 4874
Bethesda, MD 20892-4874

Enclosures: 132 pages
(Chimp Haven Contract and technical proposal incorporated)

COPY

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

RATING

PAGE OF

PAGES

1

32

CONTRACT (Proc. inst. ident.) NO>

N02-RR-2-2082/ADB#: CJ202082

3. EFFECTIVE DATE

September 30, 2002

4. REQUISITION/PURCHASE REQUEST PROJECT NO.

328043 (NIH 402-1)

ISSUED BY

CODE

5. ADMINISTERED BY (If other than Item 5)

CODE

National Institutes of Health
National Heart, Lung, and Blood Institute
Procurement Section, Contracts Operations Branch
1701 Rockledge Drive, Room 6142, MSC 7902
Bethesda, Maryland 20892-7902

Kathleen J. Marsden, Contracting Officer
(301) 435-0364

NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Chimp Haven, Inc.
P.O. Box 760081
San Antonio, Texas 78245

8. DELIVERY

FOB ORIGIN

OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES
(4 copies unless other-
wise specified) To THE
ADDRESS SHOWN IN:

ITEM

SEE ARTICLE G.4.

11. FACILITY CODE

SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

SEE ARTICLE F.2.

SEE ARTICLE G.4.

AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

14. ACCOUNTING AND APPROPRIATION DATA

10 U.S.C. 2304(c) ()

41 U.S.C. 253(C) ()

CAN#: 28422426

EIN#: EIN#

O.C.#: 25.13

FUNDED AMOUNT: \$680,312.00

ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
TITLE:	Operation and Maintenance of a Sanctuary to Provide Lifetime Care for Chimpanzees				
TERM:	September 30, 2002 through September 29, 2012				
TYPE:	Cost-Sharing				
AMT:	Contractor's Share: \$3,998,217 (25% of Direct Cost) Government's Share: \$18,280,841				

15G. TOTAL AMOUNT OF CONTRACT \$ 22,279,058.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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 the 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.)

NAME AND TITLE OF SIGNER (Type or print)

Linda Brent, Ph.D., President

☐ AWARD (Contractor is not required to sign this document.) Your offer 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 offer, and (b) this award/contract. No further contractual document is necessary.

20A. NAME OF CONTRACTING OFFICER

Robert Best

NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

BY

20C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES**

The Contractor shall operate and maintain a sanctuary to provide lifetime care for chimpanzees as described by the "Chimpanzee Health Improvement, Maintenance, and Protection (CHIMP) Act," Public Law 106-551, which amended Section 481C of the Public Health Service Act on December 20, 2000. The Contractor shall participate and cooperate with Government representatives in the development of "Standards of Care" for public comment as cited in the CHIMP Act. The CHIMP Act is hereby incorporated into the contract by reference. A complete copy of the Act is available at <http://thomas.loc.gov/> or from the Contracting Officer.

ARTICLE B.2. ESTIMATED COST

- a. This is a cost-sharing contract. The total estimated cost of performing the work under this contract is \$22,279,058. For further provisions regarding the specific cost-sharing arrangement, see ARTICLE B.4. ADVANCE UNDERSTANDINGS.
- b. For purpose of the General Clause entitled LIMITATION OF FUNDS, the total estimated cost to the Government is \$18,280,841.
- c. Total funds currently available for payment and allotted to this contract are \$680,312. For further provisions on funding, see the LIMITATION OF FUNDS clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses.
- d. It is estimated that the amount currently allotted will cover performance of the contract through September 29, 2003. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.
- e. Future increments to be allotted to this contract are estimated as follows:

Period	Amount
09/30/03 - 09/29/04	\$1,433,810 (Year Two)
09/30/04 - 09/29/05	\$1,754,724 (Year Three)

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS**a. Items Unallowable Unless Otherwise Provided**

Notwithstanding the clause ALLOWABLE COST AND PAYMENT 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) Acquisition, by purchase or lease, of any interest in real property;
- (2) Special rearrangement or alteration of facilities;
- (3) 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.);

- (4) Travel to attend general scientific meetings;
- (5) Foreign Travel - See Travel Costs below;
- (6) Consultant costs;
- (7) Subcontracts;
- (8) Patient care costs; and
- (9) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more and a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property), 1990, regardless of acquisition value.

b. Travel Costs

(1) Domestic Travel

- (a) Total expenditures for domestic travel (transportation, lodging, subsistence, and incidental expenses) incurred in direct performance of this contract shall not exceed \$403,119 for the ten (10) year period of performance without the prior written approval of the Contracting Officer.
- (b) The Contractor shall invoice and be reimbursed for all travel costs in accordance with OMB Circular A-122.

(2) Foreign Travel

Requests for foreign travel must be submitted at least six weeks in advance and shall contain the following: (a) meeting(s) and place(s) to be visited, with costs and dates; (b) name(s) and title(s) of Contractor personnel to travel and their functions in the contract project; (c) contract purposes to be served by the travel; (d) how travel of Contractor personnel will benefit and contribute to accomplishing the contract project, or will otherwise justify the expenditure of NIH contract funds; (e) how such advantages justify the costs for travel and absence from the project of more than one person if such are suggested; and (f) what additional functions may be performed by the travelers to accomplish other purposes of the contract and thus further benefit the project.

ARTICLE B.4. 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.

- a. Total expenditures for Fundraising/PR/Marketing incurred in direct performance of this contract shall not exceed the following amounts without the prior written approval of the Contracting Officer:

Year One:	\$66,500.00	Year Six:	\$77,614.00
Year Two:	\$74,264.00	Year Seven:	\$79,942.00
Year Three:	\$71,028.00	Year Eight:	\$82,340.00
Year Four:	\$73,159.00	Year Nine:	\$84,810.00
Year Five:	\$75,353.00	Year Ten:	\$87,355.00

b. Overtime

Overtime (premium) pay shall not exceed a total of \$85,111 for the ten (10) year contract period of performance.

c. Indirect Costs

This contract limits the provisional use of a 34.83% fringe benefit rate and a 50% indirect cost rate to six (6) months, during which time the Contractor shall negotiate mutually acceptable provisional rates with the Division of Cost Allocation. Within ninety (90) days following the notice of contract award, the Contractor shall submit their rate proposal to the following address:

Division of Cost Allocation
 Central States Field Office
 1301 Young Street
 Room 732
 Dallas, Texas 75202
 Attention: Mr. Henry Williams
 Tel#: (214) 767-3600

d. Direct Costs

The costs relating to development and fundraising activities (specifically, the Director of Development position; Fundraising/PR costs; PR/Marketing; Web Design/Marketing; and Materials Design) are typically unallowable costs in accordance with the cost principles applicable to non-profit organizations. However, based on the intent of the CHIMP Act legislation creating the Sanctuary system, including the requirement for matching funds, these costs are authorized as Direct Costs to the contract so that Chimp Haven can reach the objectives set forth in the legislation. Approving these as specific Direct Costs also will enable direct monitoring of and communication about these activities and will serve the future effort to reassess performance in providing matching funds.

e. Subcontract

The award of any subcontract(s) shall not proceed without the prior written consent of the Contracting Officer upon review of the supporting documentation as required by the Subcontracts clause of the General Clauses incorporated in this contract. (After written approval of the subcontract by the Contracting Officer, a copy of the signed, approved subcontract shall be provided to the Contracting Officer.)

f. Consultants

Consultant fee(s) to be paid to the following individual(s):

<u>Name</u>	<u>Rate</u>	<u>Usage</u>	<u>Annual Ceiling</u>	<u>Budget Period</u>
-------------	-------------	--------------	-----------------------	----------------------

Withheld Consultant Info

* Prorated depending on the number of animals/staff in initial years.

f. **Cost Sharing**

- (1) This is a cost-sharing contract. Monies shall be provided for the total cost of performance from the National Institutes of Health, National Center for Research Resources and Chimp Haven, Inc.
- (2) The Government shall provide monies in an amount not to exceed \$18,280,841. The Contractor's share is estimated at 25% OF THE TOTAL DIRECT COST OF \$15,992,866 FOR THE TEN (10) YEAR CONTRACT PERIOD OF PERFORMANCE).
- (3) The Contractor shall maintain records of all contract costs (including costs claimed by the Contractor as being its share) and such records shall be subject to the **Examination of Records by the Comptroller General, Audit Negotiations, and Final Decisions on Audit Findings** clauses of the General Clauses.
- (4) Costs contributed by the Contractor shall not be charged to the Government under any other contract, grant, or cooperative agreement (including allocation to other grants, contracts, or cooperative agreements as part of an independent research and development program). The Contractor shall report the organization's share of the costs expended by category, on the Financial Report of Individual Project/Contract, NIH 2706, as referenced in SECTION G, ARTICLE G.5. Contract Financial Report.
- (5) The Contractor shall make a good faith effort to match 25% of indirect costs associated with this contract when fund-raising activities are of sufficient magnitude to support this contribution. A reasonable time shall be allowed for the Contractor to accumulate a sufficient endowment or reserve funds necessary to assure the financial stability and longevity of the organization. The length of the moratorium shall be mutually determined by the Government and the Contractor based upon data presented in the quarterly financial reports. The Government will waive the indirect cost match until such time as the Contractor accumulates the financial means to contribute these based upon a review of the quarterly financial reports, as referenced in Section G, ARTICLE G.5., Contract Financial Report. Please also reference Section C, ARTICLE C.2.a., Annual Progress Reports, for additional reporting requirements regarding matching funds.
- (6) **Invoices - Cost and Personnel Reporting, and Variances from the Negotiated Budget**

- (1) The contractor agrees to provide a detailed breakdown on invoices of the following cost categories:
 - (a) Direct Labor - List individuals by name, title/position, hourly/annual rate, level of effort, and amount claimed. Show donated effort separately
 - (b) Fringe Benefits - Cite rate and amount
 - (c) Direct Materials - Identify specific items that cost more than \$1,000.
 - (d) Equipment - Identify specific items acquired, provide amount claimed and cite authorization.
 - (e) Travel - Identify travelers, dates, destination, purpose of trip, and amounts. Cite authorization. (List consultant travel with the Consultant category.)
 - (f) Overtime - Identify for each individual claiming overtime the amounts, hours, and period in which overtime is claimed.
 - (g) Consultants - Identify individuals, rates, number of units (e.g., hours, days, cases, consults) claimed and total amounts claimed.
 - (h) Subcontracts - Cite authorization and attach subcontractor invoice(s).
 - (i) Indirect Costs - Cite rate and amount. Attach copy of any newly negotiated rate agreements.
 - (j) Total Cost billed to the Government

Monthly invoices must include the cumulative total expenses to date, adjusted (as applicable) to show any amounts suspended by the Government.

- (2) The Contractor agrees to immediately notify the Contracting Officer in writing if there is an anticipated overrun (any amount) or unexpended balance (greater than 10 percent) of the amount allotted to the contract, and the reasons for the variance. Also refer to the requirements of the Limitation of Funds and Limitation of Cost Clauses in the contract.

- g. Failure to maintain the standards for management of the sanctuary established by the NIH/NCRR and agreed to in this contract may lead to a determination by the NIH/NCRR that the terms and conditions of the contract are not being met. Since the sanctuary is a unique resource involving valuable and threatened species, NIH/NCRR retains the right to use appropriate measures to ensure that the facility operations remain at an acceptable level. These measures could include, in addition to those ordinarily available under the FAR, engaging outside consultants to assume responsibility for management activities until acceptable standards and practices as determined by the NIH/NCRR are achieved. At the discretion of NIH/NCRR, the Contractor's staff may or may not be involved in the direct management activities during this period. This clause will not be invoked until, consistent with the FAR, the Contractor has been given advance written notice by NIH/NCRR and a specified amount of time to correct the deficiencies. If the noted deficiencies are of such a nature that they cannot be corrected, or if the Contractor fails to correct the deficiencies in the time required, NIH/NCRR may take other appropriate actions permitted under the FAR.

h. Technical Competence

All personnel assigned to work under this contract shall meet the minimum requirements for each of the skill levels to which they will be assigned, and be capable of performing the functions described in a competent and professional manner.

i. Contractor Requirements for Delivery of Services

Core Work Hours, Staff Scheduling and Absences

1. Core Work Hours

The Contractor shall provide service 7 days a week, 365 days a year to include weekends and Government holidays. Selected job groups within Contractor staff shall be designated essential employees and shall be required to report for duty 365 days a year including periods of inclement/severe weather or other adverse working conditions, unless directed otherwise by the Principal Investigator in consultation with the Project Officer and Contracting Officer.

The Contractor shall be required to 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. The Contractor shall ensure that actual employee hours worked and documented on time sheets or time clocks correspond with employee hours billed on monthly invoices prior to submission to the Government.

2. Staffing Plans and Absences

Contractor employees shall be deemed essential since they provide services that are vital to the survival and humane care of chimpanzees. The Contractor shall organize the workforce in a way that critical functions are performed even when unforeseen absences of personnel occur.

The Contractor shall maintain a flexible work schedule and shall propose the most cost-effective method of providing essential coverage after normal working hours, on weekends, Government holidays, and other periods of Government closure which may include staggered or alternative schedules.

The Contractor shall be required to maintain staffing levels sufficient to effectively carry out day-to-day operations as described in the Statement of Work. The Contractor shall establish a Minimum Staffing Plan to maintain minimum staffing levels at the facility. The Contractor shall implement the plan when the number of Contractor employees falls below the minimum acceptable level for more than 3 days due to illness, vacation, or attendance of Contractor sponsored activities. The Minimum Staffing Plan will be provided to the Project Officer and Contracting Officer within 30 days of contract implementation.

The on-site Contract Manager shall maintain a current emergency telephone roster to mobilize personnel as required for essential or emergency coverage. This roster shall be delivered within thirty (30) calendar days of arrival of the first chimpanzees, and within ten days of personnel changes. The Contractor shall provide a copy of the emergency telephone roster to the Government Project Officer and Contracting Officer.

j. Delegation of Duties

Delegation of technical duties for contract personnel shall be the prerogative of the Contractor. The Contractor shall be responsible for the selection, certification, assessment, supervision, management, and control of employees in performance of the Statement of Work. However, 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 the U.S. Government property or inhumane treatment of animals, so long as this is consistent with applicable Federal and State employment law.

k. Training

In performing its responsibilities under the contract, the Contractor shall use only fully trained, experienced and technically proficient personnel. The Contractor shall provide to the Government Project Officer a detailed written description of employee qualifications and evidence of professional/ technical certifications for each employee proposed to perform work under this contract.

l. Occupational Safety and Health Training

1. 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.
2. Once each employee has completed the Contractor's initial Occupational Safety and Health Training Program, an assurance statement of program completion containing the signature of each employee adjacent to the date of completion is to be delivered to the Government Project Officer. This statement shall be delivered thirty (30) calendar days after commencing work for new hires.
3. 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
4. The Contractor shall provide continuing training to address safety and health issues specific to the Statement of Work.

The Contractor shall provide the Government Project Officer a detailed Safety and Health Training Plan for ongoing training for Contractor personnel within sixty (60) 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 Contracting Officer for approval.

m. Safety and Health

1. 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 and with Federal laws. 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:
 - a. Establish proper safety and health precautions to protect the work site, employees, other personnel frequenting the work site, animals, and the property of others;
 - b. Instruct all employees in appropriate safety practices and inform them of all hazards associated with their work before the work commences;
 - c. Provide all necessary insurance required by Article H.10 for the nature of the work employees shall be required to perform under this Contract;
 - d. Provide employees with appropriate occupational medical care;
 - e. Provide employees with the appropriate protective clothing and equipment;
 - f. Document and immediately report all safety hazards to the Government Project Officer;
 - g. Document and immediately report all incidents or accidents to the Government Project Officer;
 - h. Take any additional safety measures that the Government Project Officer or Contracting Officer may direct by written order.

n. Occupational Medical Program

1. 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.
2. 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, HBV, HCV, and possibly HAV) that the contract employee will be exposed
3. The Contractor shall establish an Occupational Medical Surveillance Program equivalent to the NIH Animal Exposure Surveillance Program (See Section J, Attachment 12). 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
- 4. Routine collection and storage of serum for Contractor employees is not required after a baseline collection. However, the Contractor shall collect and store serum if a contractor employee sustains an injury involving percutaneous or mucous membrane exposure to blood or body fluids of chimpanzees and shall provide off-site storage of serum that is consistent with Federal Policy for the Protection of Human Subjects.
 - 5. In addition to the screenings and immunizations recommended in the NIH OMS Animal Exposure Surveillance Program, the Contractor shall perform periodic unannounced random drug screens on samplings of Contractor employees throughout the duration of the contract. Positive test results shall require total dismissal from the contract or substance abuse rehabilitation assistance at the discretion of the Contractor.
 - 6. In the event that a medical question arises over the ability of a Contractor employee to perform the assigned duties or be free of a communicable disease, the Contracting Officer may require the Contractor to have an additional physical examination performed on the subject employee. The Contracting Officer may refer the results of this examination to competent medical authority of the Government's choosing for determination for continued suitability for employment.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. 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 Statement of Work, dated September 3, 2002, attached hereto and made a part of this contract.
- b. The following described documents are incorporated by reference and hereby made a part of this contract:
 - Contractor's Initial Proposal, dated November 28, 2002.
 - Contractor's Revised Proposal, dated April 16, 2002 and Addendum, dated April 21, 2002.
 - Contractor's Final Proposal Revisions, dated August 10, 2002, August 16, 2002, and September 15, 2002.
- c. If there is any inconsistency between the Contractor's proposal and the work described in this ARTICLE, Paragraph a, the terms and conditions of this ARTICLE, Paragraph a, shall control.

ARTICLE C.2. REPORTING REQUIREMENTS

- a. Technical Progress Reports

In addition to the required reports set forth elsewhere in this contract, the preparation and submission of regularly recurring Technical Progress Reports will be required during the period of performance of this contract. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. The Government may conduct a post-award site visit. Periodic evaluation by the Project Officer and the Contracting Officer of the Contractor's progress via various written reports will be necessary.

Two (2) copies of the following reports will be required as follows:

- (X) Quarterly Progress Reports
- (X) Annual Progress Reports
- (X) Special Reports

Quarterly Progress Reports

The Contractor must submit a quarterly progress report to the Contracting Officer and the Project Officer. The quarterly progress reports are due within ten (10) days following the end of the reporting period. The reports must summarize vacant positions and recruiting actions underway. The report must indicate dates vacancies occurred, recruiting status, anticipated dates of new hires, and the name of the prospective employee(s). An animal census and description of changes to the veterinary care, behavioral, and animal husbandry programs, if any, must be included. A description and justification of needed Alterations and Renovations must be submitted with an adequate lead time to allow NIH staff to review the report, and for repairs to be completed, to ensure that the facility continues to comply with U.S. Department of Agriculture (USDA) and the Public Health Service (PHS) laws, regulations, and policies. If, or when, site visits are made by the USDA, they must be reported, and a copy of the USDA site visit report(s) must be included in the quarterly report.

Annual Progress Reports

An annual summation of contract operations must be submitted by the anniversary date of the contract. The annual report will 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 program reviews and site visit reports. An inventory of animals supported under this contract must be made available to the Project Officer. This report must include identification of animals by ISIS number, name, sex, location including cage number or residence areas as appropriate, age, and any changes to, or additional, pertinent information. In addition, all mortality must 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 must be included in this report. It is required that the Contractor use a recognized software program for documentation of the health and social status of the colony. A summary of this information should be furnished to ISIS when the status changes, and must be reported to ISIS at least yearly.

In order to make the determination regarding Chimp Haven's ability to match the Contractor's share of the Indirect Costs of this contract, NIH requires the following as part of the Annual Progress Report:

- (1) For each contract year, what was Chimp Haven's *income* (including contributions from the public, private benefactors, corporations, foundations, etc., as well as endowments, fees, etc. received as private chimpanzees enter the sanctuary system, that have been received by Chimp Haven), *expenses* (for both the NIH-funded sanctuary facility and other programs), foundation *assets*, and foundation financial *liabilities*?
- (2) At the end of each contract year, what was the balance of Chimp Haven's Reserve Fund? What was the balance of Chimp Haven's Endowment Fund?

Special Reports

1. **Emergency Telephone Roster** - The Contractor must provide to the Contracting Officer and the Project Officer a list of key contract employees' work, pager and home telephone numbers. The report must be submitted within 30 days of arrival of the first chimpanzees, and within 10 days of personnel changes.
2. **Minimal Staffing Plan** - The Contractor must provide written procedures for maintaining adequate coverage during inclement weather or periods of other closure. The Minimal Staffing Plan will be provided to the Contracting Officer and the Project Officer within 30 days of arrival of the first chimpanzees.
3. **Occupational Safety and Health Training Plan** - The Contractor must provide the Contracting Officer and the Project Officer a detailed written program for continuing education in animal facility safety and health requirements. This plan must be submitted not later than 60 days after contract implementation.

4. **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 must be provided to the Contracting Officer and the Project Officer. Delivery must occur within 30 days of the hire date for new personnel.
5. **Incident and Accident Reports** - The Contractor must 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 must be provided to the Contracting Officer and the Project Officer within 10 days of the incident's occurrence.
6. **Equipment Inventory** - The Contractor must conduct an equipment inventory and determine the working order of all major and specialized equipment. The condition of all items must be noted and submitted as part of the Annual Progress Report.
7. **Commitment Letters for members of the Board of Directors** - Within 45 calendar days following the award of this contract, the Contractor must submit letters of commitment from the members to serve on the Board of Directors of the Sanctuary. The letters shall indicate the full name, credentials, expertise, and organizational affiliation(s) for each individual named.

Special reports 2 through 7 must be updated whenever significant changes occur to the relevant procedures or situation at the sanctuary sites.

Copies of Reports

Copies of Reports must be sent to the following individuals in the quantities specified:

No. of Copies

Addressee

1

Dr. William T. Watson
Project Officer
Comparative Medicine, NCRR, NIH
Suite 6030
6705 Rockledge Drive
Bethesda, MD 20892-7965

1

Kathleen J. Marsden
Contracting Officer
Procurement Section
National Heart, Lung, and Blood Institute
Room 6142
6701 Rockledge Drive, MSC 7902
Bethesda, Maryland 20892-7902

SECTION D - PACKAGING, MARKING AND SHIPPING

For shipping of chimpanzees into the sanctuary system, or among multiple sites within the system, the following standards must be followed:

1. Animal Welfare Act, Title 9, Subchapter A, Part 3, "Transportation Standards".
2. Current CDC requirements.
3. CDC General Guidelines For Handling Nonhuman Primates During Transit And Quarantine, MMWR 1990: 39: 29-30.
4. Contractor will maintain contact with carrier personnel in order to ensure their compliance with proper care of chimpanzees during transit.

5. Contractor must submit to the Project Officer by telephone, fax, or email, the actual shipment schedule and proposed method of transport no less than 10 days prior to shipment. The Project Officer must be immediately informed of any changes or delays in this schedule.

Ground Transportation:

1. USDA Licensed Intermediate handler.
2. ICC Authority.

Air Transportation:

1. International Air Transport (IATA) Live Animal Regulations.
2. Must provide delivery to and from the airports in a temperature-controlled truck.

Shipping Containers:

1. Chimpanzees must be delivered in properly ventilated, escape-proof containers.
2. Each compartmentalized container must have separate water and feed containers for each compartment

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, the Government Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance of reports will be performed at:

National Institutes of Health
National Center for Research Resources
Division of Comparative Medicine
Rockledge Building 1, Suite 6030
6705 Rockledge Drive
Bethesda, MD 20892-7965

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative during the contract period of performance. In addition, there may be on-site 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 reports of any site visits. Any responses required of 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 No. 52.246-5, INSPECTION OF SERVICES-COST REIMBURSEMENT (APRIL 1984).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

The period of performance of this contract shall be from September 30, 2002 through September 29, 2012.

ARTICLE F.2. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in Article C.1. 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 SECTION C, ARTICLE C.2 . 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 the contract]:

Item	Description	Quantity	Delivery Schedule
(a)	Quarterly Progress Report	2	Reports are due within ten (10) calendar days following the end of the reporting period
(b)	Annual Progress Report	2	Reports are due on an annual basis no later than the anniversary date of the contract
(c)	Emergency Telephone Roster	2	Must be submitted within thirty (30) calendar days of arrival of the first chimpanzees, and within ten (10) calendar days of personnel changes.
(d)	Minimal Staffing Plan	2	Due within thirty (30) calendar days of arrival of the first chimpanzees.
(e)	Occupational Safety and Health Training Plan	2	Due not later than sixty (60) calendar days after contract implementation
(f)	Initial Occupational Safety and Health Training Assurance Statement	2	Due within thirty (30) calendar days of the hire date for new personnel
(g)	Incident and Accident Reports	2	Due within (10) calendar days of the incident's occurrence
(h)	Equipment Inventory	2	Due as part of Annual Progress Report
(i)	Commitment Letters from members of the Board of Directors	2	Due within forty-five (45) calendar days of contract implementation.

*Please note that reports d through i must be updated whenever significant changes occur to the relevant procedures and situation at the sanctuary sites.

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

Addressee	Deliverable Item No.	Quantity
Dr. William T. Watson Project Officer Comparative Medicine, NCRR, NIH 6705 Rockledge Drive, Suite 6030 Bethesda, Maryland 20892-7965	a through i	One (1)
Kathleen Marsden Contracting Officer Procurement Section Contracts Operations Branch National Heart, Lung, and Blood Institute, NIH 6701 Rockledge Drive, Room 6142 Bethesda, Maryland 20892-7902	a through i	One (1)

ARTICLE F.3. LEVEL OF EFFORT

- a. During the period of performance of this contract, the Contractor shall provide direct labor hours during the period set forth in ARTICLE F.1. The labor hours include vacation, sick leave, and holiday. It is estimated that the labor hours are constituted as specified below and will be expended approximately as follows:

Labor Category	Labor hours				
	Year 1	Year 2	Year 3	Year 4	Years 5-10
Professional (includes Project Director, Deputy Director/Vet, Director of Development, Colony Manager, Behaviorist)			Withheld		
Support (includes Program Administrator, Information Technologist, Veterinary Technician, Secretary)			Labor Hours		
Multiple Animal Care/Enrichment Technicians at approximately 1 per 10-25 chimpanzees			Withheld		
Multiple Maintenance Workers: the number will depend on the type of housing selected.			Labor Hours		

ARTICLE F.4. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

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. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (AUGUST 1989) with ALTERNATE I (APRIL 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

William T. Watson, D.V.M., M.S., DACLAM

The Project Officer 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 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 any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL

- a. All personnel identified in this contract are considered to be essential for the successful performance of this contract; however, certain individuals will be designated key personnel.
- b. The level of competence for key personnel will apply throughout the life of this contract. The contract may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate.
- c. Pursuant to the Key Personnel clause incorporated in this contract, the following individuals are considered to be essential to the work being performed hereunder:

<u>Name</u>	<u>Title</u>
Linda Brent, Ph.D.	Project Director
Kathleen McBride Hoffman, D.V.M.	Deputy Director/Veterinarian
Adam Stone, B.S., LATg	Colony Manager
Roel Villegas	Behaviorist

- d. In addition to the contract Key Personnel noted above, the following labor categories are considered to be essential to the work being performed under this contract:

Program Administrator	Enrichment Technician
Information Technologist	Veterinary Technician
Secretary	Maintenance Manager
Animal Caretakers	Maintenance Workers
Director of Development	

ARTICLE G.3. REIMBURSEMENT PROCEDURES FOR RECIPIENTS AND TRANSFERS

- a. During the course of this contract, the Contracting Officer or his duly designated representative may notify the Contractor to make certain shipments of animals directly to other parts of the sanctuary system, such as specified U.S. Government Recipients; Contractor/Government Agencies/or other private organizations and the Contractor shall make such shipments as directed. Recipients may be required to cover the costs of and make arrangements for such shipments.

In addition, during the course of this contract, the Contractor may bring additional animals into the sanctuary system. The administration of any contract-related income (such as that from possible fees charged for entry of privately owned chimpanzees into the sanctuary system or from possible fees arising from shipping animals to other recipients) shall be subject to the terms of this contract, including specifically and without limitation, the Audit--Negotiation Clause (FAR 52.215-2) of the General Clauses, and the applicable cost principles of the Federal Acquisition Regulation.

- b. The Contractor shall bill recipients directly for any animals provided, as directed by the Project Officer. Any charges for these animals shall be in accordance with terms to be negotiated among the Contractor, recipients and NCRR. In addition, the Contractor shall receive directly any fees collected for accepting non-federal chimpanzees into the sanctuary system. Any fees collected shall be used for the costs of operating the sanctuary system, as determined by NCRR with input from Chimp Haven and its Board of Directors.

The Attachment entitled "Quarterly Summary of Transactions and Transfers," Attachment 2, shall be used as a template for developing a report on animals provided to recipients.

- c. The Contractor shall keep an accurate account of all payments received from recipients of animals and fees collected for accepting non-federal chimpanzees. These shall be kept separate from other fiscal aspects of the contract. The Contractor shall record and report all payments and fees received from the Government Grantees/Contractors/Government Agencies/or other private organizations. The income from recipients and fees may be used as set forth in the Statement of Work and such use shall be agreed to in writing by the Contracting Officer.
- d. The Contractor shall account for the contract related income separately in accordance with its own double entry accounting system. The Contractor shall submit to the Government a report based on the Quarterly Summary of Transactions and Transfers, which is listed as Attachment 2 in Section J of this contract. The Contractor shall submit a copy of this report with the Quarterly Progress Report.
- e. The Contractor shall use the following procedures for collection of delinquent accounts:

Step 1 - Accounts 30 days past due. A copy of the invoice shall be sent to the recipient with a notation that the account is overdue and request payment.

Step 2 - Accounts 60 days past due. The Contractor shall turn the account over to a collection agency.

- f. When the completion (final) invoice is submitted on this contract, a listing of all outstanding recipient invoices shall be provided along with details as to what disposition is expected on each.

ARTICLE G.4. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST

- a. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts NIH(RC)-1 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

- (1) Invoices/financing requests shall be submitted as follows:

An original and two copies to the following designated billing office:

Kathleen Marsden
Contracting Officer
Procurement Section
Contracts Operations Branch
National Heart, Lung, and Blood Institute, NIH
Rockledge Building 2, Room 6142
6701 Rockledge Drive, MSC 7902
Bethesda, Maryland 20892-7902

- (2) Inquiries regarding payment of invoices should be directed to the designated billing office, (301) 435-0366.

ARTICLE G.5. CONTRACT FINANCIAL REPORT

- a. Financial reports on the attached Form NIH 2706, Financial Report of Individual Project/Contract, shall be submitted by the Contractor in accordance with the Instructions for Completing Form NIH 2706, which accompany the form, in an original and two copies, not later than the 30th working day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are discussed in paragraph e., below. Subsequent changes and/or additions in the line entries shall be made in writing.
- b. Unless otherwise stated in that part of the Instructions for Completing Form NIH 2706, entitled "PREPARATION INSTRUCTIONS," all columns A through J, shall be completed for each report submitted.
- c. The first financial report shall cover the period consisting of the FIRST FULL THREE CALENDAR MONTHS following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a quarterly basis.
- d. The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.
- e. The listing of expenditure categories to be reported is incorporated within the Financial Report of Individual Project/Contract, NIH 2706, SECTION J, ATTACHMENT 4, attached hereto and made a part of this contract.
- f. The Government may unilaterally revise the NIH 2706 to reflect the allotment of additional funds.

ARTICLE G.6. 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:

Division of Cost Allocation
Central States Field Office
1301 Young Street
Room 732
Dallas, Texas 75202
Attention: Mr. Henry Williams

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

ARTICLE G.7. 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 DHHS Publication, **Contractor's Guide for Control of Government Property**, 1990, which is incorporated into this contract by reference. Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations and inventory and reporting requirements under the contract. A copy of this publication is available upon request to the Contracts Property Administrator.

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

Division of Personal Property Services, NIH
6011 Building, Suite 637
6011 EXECUTIVE BLVD MSC 7670
BETHESDA MD 20892-7670
(301) 496-6466

- b. Notwithstanding the provisions outlined in the DHHS Publication, **Contractor's Guide for Control of Government Property**, 1990 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 performing annual inventories required under this contract. This form is included as an attachment in SECTION J of this contract.
- c. **Contractor-Acquired Government Property - Schedule I-A**

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor is hereby authorized to acquire the property listed in the attached Schedule I-A for use in direct performance of the contract.
- d. 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.

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 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared approximately annually to coincide with the anniversary date of the contract.

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 that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

http://ocm.od.nih.gov/cdmp/cps_contractor.htm

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. NEEDLE EXCHANGE

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b. Public Law and Section No.	Fiscal Year	Period Covered
P.L. 107-116, Section 505	2002	(10/1/01 - 9/30/02)

ARTICLE H.2. ANIMAL WELFARE ASSURANCE

The Contractor shall comply with the Animal Welfare Act, PHS Policy, and USDA regulations regarding the use of animals in research. If no research (whether observational or interventional, behavioral or biomedical, invasive or noninvasive), or exhibition of animals (whether paid or non-paid) occur, then no animal assurance from the Office for Laboratory Animal Welfare (OLAW), or USDA R Registration is required for this contract. However, NIH expects the Contractor to request courtesy USDA inspections. It is expected that USDA representatives will periodically inspect the sanctuary site(s) and issue reports to the Contractor and NIH. Major alterations and renovations may be needed to the site(s) 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 accomplishing and funding those repairs.

If research or exhibition will occur using sanctuary animals, then the Contractor must obtain its own animal assurance from OLAW, as required by Section I-43-40 of the Public Health Service Policy on Humane Care and Use of Laboratory Animals, and must hold a USDA R Registration, at least thirty (30) days prior to the arrival of the chimpanzees. The contractor shall maintain an Animal Welfare Assurance from NIH and a USDA R Registration for the duration of any research or exhibition; and any subcontractors involved in research or exhibition must obtain and maintain an approved Animal Welfare Assurance and R Registration.

ARTICLE H.3. SUBCONTRACTING PROVISIONS**a. Small Business Subcontracting Plan**

- (1) The Small Business Subcontracting Plan, dated August 21, 2002, 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

- (1) The Contractor shall submit the original and one (1) copy of Subcontracting Report for Individual Contracts, SF-294 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. Regardless of the effective date of this contract, the Report shall be submitted on the following dates for the entire life of this contract:

April 30th
October 30th

The Report shall be sent to the following address:

Kathleen Marsden
Contracting Officer, Procurement Section
Contracts Operations Branch
National Heart, Lung, and Blood Institute, NIH
Rockledge Building 2, Room 6142
6701 Rockledge Drive, MSC 7902
Bethesda, Maryland 20892-7902

- (2) The Contractor shall submit (one) 1 copy of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. The Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

The first Report shall be submitted after the first full year of this contract in addition to any fractional part of the year in which this contract became effective. This Report shall be mailed to the following address:

Office of Small and Disadvantaged Business Utilization
 Department of Health and Human Services
 Hubert H. Humphrey Bldg., Room 517-D
 200 Independence Avenue, S.W.
 Washington, D.C. 20201

- (3) The contractor shall also send an "Information Copy" of the SF-295 to the Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, DC at (202) 205-6475 for the correct address if unknown.

ARTICLE H.4. SALARY RATE LIMITATION LEGISLATION PROVISIONS

- a. Pursuant to Public Law(s) cited in paragraph b., below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of applicable amount shown for the fiscal year covered. Direct salary is exclusive of fringe benefits, overhead, and general and administrative expenses (also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor. The per year salary rate limit also applies to individuals proposed under subcontracts. It does not apply to fees paid to consultants. If this is a multiple year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate exceeds any salary rate ceiling established in future HHS appropriation acts.
- | b. | Public Law No. | Fiscal Year | Dollar Amount of
Salary Limitation |
|----|----------------|-------------|---------------------------------------|
| | 107-116 | FY-02 | Executive Level I* |
- c. Direct salaries which will be paid with FY-02 funds are limited to the Executive Level I rate which was in effect on the date(s) the expense was incurred.

**For contract expenditures using FY-02 funds, the period 10/1/01 - 12/31/01 the Executive Level I rate is \$161,200. Effective 1/1/02, for contract expenditures using FY-02 funds, the Executive Level I rate is increased to \$166,700 and will remain at that level until such time as it is determined to raise the Executive Schedule annual rates. See the web site listed below for Executive Schedule rates of pay.*

FY-02 EXECUTIVE LEVEL SALARIES: <http://www.opm.gov/oca/02tables/ex.pdf>

ARTICLE H.5. PUBLICATION AND PUBLICITY

The contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institutes of Health, under Contract No. N02-RR-2-2082."

ARTICLE H.6. PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, 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.

b. Public Law and Section No.	Fiscal Year	Period Covered
P.L. 107-116, Section 507	2002	(10/1/01 - 9/30/02)

ARTICLE H.7. 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 e-mail address is Htips@os.dhhs.gov and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

ARTICLE H.8. ANTI-LOBBYING

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

c. Public Law and Section No.	Fiscal Year	Period Covered
for a., above: P.L. 107-116, Section 503(a)	FY-2002	(10/1/2001-9/30/2002)
for b., above: P.L. 107-116, Section 503(b)	FY-2002	(10/1/2001-9/30/2002)

ARTICLE H.9. 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://www.usfa.fema.gov/hotel/index.htm>

ARTICLE H.10 INSURANCE

- a. The Contractor shall assume full responsibility for the protection of the personnel furnishing the services under this contract in accordance with the personnel policies of the Contractor, such as providing workmen's compensation, health examinations, and social security payments. Such personnel shall not be considered at any time, employees of the Federal Government. At a minimum, the Contractor shall provide insurance as specified in FAR Clause 28.307.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING PAGES CONTAIN A LISTING(S) OF GENERAL CLAUSES WHICH ARE APPLICABLE TO THIS CONTRACT.

ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

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 at this address: <http://www.arnet.gov/far/>.

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

FAR CLAUSE NO.	DATE	TITLE
52.202-1	Dec 2001	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures(Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.216-7	Feb 2002	Allowable Cost and Payment

52.216-8	Mar 1997	Fixed Fee
52.219-8	Oct 2000	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Jan 2002	Small Business Subcontracting Plan (Over \$500,000)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)
52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Aug 1996	Convict Labor
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Dec 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Oct 2000	Toxic Chemical Release Reporting
52.225-1	May 2002	Buy American Act - Supplies
52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-3	Apr 1984	Patent Indemnity
52.227-14	Jun 1987	Rights in Data - General
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Jun 1996	Interest (Over \$100,000)
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Feb 2002	Prompt Payment, Alternate I (Feb 2002)
52.232-34	May 1999	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.242-1	Apr 1984	Notice of Intent to Disallow Costs

52.242-3	May 2001	Penalties for Unallowable Costs (Over \$500,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate I (Apr 1984)
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.245-5	Jan 1986	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract)
52.246-25	Feb 1997	Limitation of Liability - Services (Over \$100,000)
52.249-6	Sep 1996	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:**

<u>HHSAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
352.216-72	Oct 1990	Additional Cost Principles
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publications and Publicity
352.270-7	Jan 2001	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT - Rev. 7/2002].

ARTICLE I.2 AUTHORIZED SUBSTITUTION OF CLAUSES

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

ALTERNATE II (APRIL 1998) of FAR Clause 52.215-2, AUDIT AND RECORDS--NEGOTIATION (JUNE 1999) is added.

FAR Clause 52.216-7, ALLOWABLE COST AND PAYMENT (FEBRUARY 2002), is modified in paragraph (a). The reference to Subpart 31.2 is changed to Subpart 31.7.

FAR Clause 52.216-8, FIXED FEE (MARCH 1997), is deleted in its entirety and FAR Clause 52.216-11, COST CONTRACT-NO FEE (APRIL 1984) is substituted therefor.

FAR Clause 52.249-14, EXCUSABLE DELAYS (APRIL 1984) is deleted and HHSAR Clause 352.249-14, EXCUSABLE DELAYS (APRIL 1984) is substituted therefor.

ALTERNATE II (OCTOBER 2001) of FAR Clause 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JANUARY 2002) is added.

ALTERNATE I (APRIL 1984), of FAR Clause 52.227-1, AUTHORIZATION AND CONSENT (JULY 1995) is deleted in its entirety.

ALTERNATE IV (JUNE 1987), of FAR Clause 52.227-14, RIGHTS IN DATA-GENERAL (JUNE 1997) is deleted in its entirety.

ALTERNATE I (JULY 1985), of FAR Clause 52.245-5, GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACT) (JANUARY 1986) is deleted in its entirety.

FAR Clause 52.232-20, LIMITATION OF COST, 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.

FAR Clause 52.249-4, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APRIL 1984), is deleted in its entirety and FAR 52.249-2, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SEPTEMBER 1996) is substituted therefor.

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 52.222-4, Contract Work Hours and Safety Standards Act - Overtime Compensation - General (SEPTEMBER 2000).
- (2) FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices (APR 1998)
- (3) FAR 52.230-6, Administration of Cost Accounting Standards (NOVEMBER 1999):
- (4) FAR 52.237-10, Identification of Uncompensated Overtime (OCTOBER 1997).
- (5) FAR 52.242-3, Penalties for Unallowable Costs (OCTOBER 1995).
- (6) FAR 52.247-67, Submission of commercial Transportation Bills to the General Services Administration for Audit (JUNE 1997).

(7) FAR 52.251-1, Government Supply Sources (APRIL 1984).

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

(1) HHSAR 352.270-9, Care of Live Vertebrate Animals (JANUARY 2001).

(2) HHSAR 352.223-70, Safety and Health (JANUARY 2001).

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

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

(1) NIH (RC)-7, Procurement of Certain Equipment (APRIL 1984) (OMB Bulletin 81-16).

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

This contract incorporates the following clauses in full text.

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

a. FAR Clause 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this clause--

Commercial item, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

ARTICLE I.5. SERVICE CONTRACT ACT

This contract is subject to the Service Contract Act of 1965, as amended. The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

- a. FAR Clause 52.222-41, SERVICE CONTRACT ACT OF 1965, as amended (MAY 1989).
- b. FAR Clause 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefit
Program Administrator	\$14.00/hour
Information Technologist	\$21.00/hour
Behaviorist	\$18.00/hour
possibly a Clinical Laboratory Technician	\$13.00/hour
Colony Manager (On-Site Supervisor)	\$12.00/hour
Laboratory Animal Caretakers	\$11.00/hour
OSH Officer/Nurse	\$20.00/hour
Secretary	\$10.00/hour
Maintenance Workers	\$9.00/hour

(End of Clause)

PART III

SECTION J - LIST OF ATTACHMENTS

The following documents are attached and incorporated in this contract:

1. Statement of Work, September 3, 2002, 23 pages.
2. Quarterly Summary of Transactions and Transfers, September 2001, 1 page.
3. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1 (5/97), 4 pages.
4. Financial Report of Individual Project/Contract, NIH 2706, (5/97), 1 page.
5. Instructions for Completing form NIH 2706, Financial Report of Individual Project/Contract, (5/97), 3 pages.
6. Small Business Subcontracting Plan, August 21, 2002, 7 pages.
7. Safety and Health, HHSAR Clause 352.223-70, (1/01), 1 page.
8. Procurement of Certain Equipment, NIH(RC)-7, 4/1/84, 1 page.
9. Department of Labor Wage Rate Determination Number 1994-2235 (Rev. 22), dated May 29, 2002, 10 pages.
10. Government Property - Schedule I-A, dated August 27, 2002, 1 page.
11. Report of Government Owned, Contractor Held Property, 1 page.
12. NIH Policy Manual 3044-2, Protection of NIH Personnel who Work with Nonhuman Primates, dated February 9, 1993, 3 pages.

PART IV

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

The following documents are incorporated by reference in this contract:

1. Representations and Certifications, dated August 10, 2002.

**END of the SCHEDULE
(CONTRACT)**

September 3, 2002

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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Article C.1. STATEMENT OF WORK

a. **BACKGROUND INFORMATION:** The Contractor shall operate and maintain a sanctuary to provide lifetime care for chimpanzees as described by the "Chimpanzee Health Improvement, Maintenance, and Protection (CHIMP) Act," Public Law 106-551, which amended Section 481C of the Public Health Service Act on December 20, 2000. A complete copy of the Act is available at <http://thomas.loc.gov/> or from the NIH Contracting Officer.

To implement the CHIMP Act, the National Institutes of Health (NIH), acting on behalf of the Secretary of the Department of Health and Human Services (DHHS), will: 1. Award a Contract to a private nonprofit organization that meets the detailed requirements set forth in the Act, as implemented according to this Statement of Work and according to possible changes in implementation formally proposed by the Contractor and approved by the NIH; 2. Award one C06 Construction Grant in FY2002 to the same private nonprofit organization that receives the Contract, and possibly additional C06 awards to the Contractor and/or potential subcontractors in future fiscal years; and 3. Identify the number of chimpanzees no longer needed for research that are available for placement in the sanctuary. An initial attempt to identify these chimpanzees has been made via questionnaires sent by NCRR, NIH, to the major facilities housing chimpanzees in the US. At least 212 chimpanzees (of which 95 are potential risks to the public health due to experimental infectious agents, and 117 are uninfected), currently housed in US biomedical research facilities, are available for possible transfer to another research facility or the sanctuary system. Further identification of which chimpanzees will be offered for entry to the sanctuary system will be accomplished by NCRR in conjunction with the International Species Information System (ISIS) grant funded by NCRR of NIH.

Article C.2. SERVICES TO BE PERFORMED

a. GENERAL REQUIREMENTS AND REFERENCES

Independently, and not as an agent of the Government, the Contractor must furnish all the necessary labor, materials, supplies, equipment, and services (except as otherwise specified herein) and perform the work set forth below. Private nonprofit organizations interested in providing lifetime care for chimpanzees were required to propose an overall sanctuary system that will house an ADDITIONAL minimum of approximately 200 sanctuary chimpanzees, and the total plan must have been theoretically capable of caring for as many as 900 chimpanzees. The Contract proposal from Chimp Haven, Inc briefly described plans to care for up to 900 chimpanzees, and to maintain the facilities housing additional chimpanzees; in groups of 75-100 animals, at the original site housing the first 200 animals, and/or at potential additional sites to be run by the Contractor, and/or at potential sites to be run by subcontractors. The standards of care, degree of governmental review of proposed support, and governmental oversight of ongoing programs at potential subcontractors will be as stringent as those for the main Contractor. At each separate physical facility proposed by the Contractor or potential subcontractor, the facility must demonstrate the capacity to house and care for at least

75 additional sanctuary chimpanzees. This minimum of 75 additional animals per site is due to cost effectiveness constraints aimed at achieving the savings foreseen by the Congressional Budget Office. It is essential that the Contractor and each potential subcontractor clearly and completely describe the facility's planned capacity to manage and operate a system holding at least 75 chimpanzees per site, with the future possibility of expansion at the original or additional sites. At this time, the main focus of establishing the sanctuary system will be to house animals that are no longer needed in DHHS-supported research efforts, not to provide funding from NIH for already existing sanctuaries that are already caring for chimpanzees.

NIH required the Contractor to submit both one C06 Construction Grant application, and a Contract proposal for care and maintenance. NCRR has extensive experience in constructing new facilities through C06 construction grants. Extensive data regarding applying for NIH-supported construction is available on the Division of Research Infrastructure web pages at http://www.ncrr.nih.gov/resinfra/ri_rfp.asp. It is essential that the Contractor propose appropriate construction to house an additional 200 sanctuary chimpanzees at one or more sites, plus provide plans for modularly housing groups of 75-100 sanctuary chimpanzees as necessary in coming years if additional chimpanzees attempt to enter the sanctuary system. In addition, see the additional information in the special section below, and a letter specifically addressing construction of chimpanzee sanctuary facilities that was mailed to the Contractor in the winter of 2002. C06 Grant applications are reviewed and numerically scored by a grant Initial Review Group called the NCRR Scientific and Technical Review Board. Contract proposals will be reviewed and numerically scored by a Technical Evaluation Group.

The Contractor must operate the sanctuary site(s) in compliance with: a) 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; b) Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals, updated 1996; c) The Guide for the Care and Use of Laboratory Animals, revised 1996; d) Biosafety in Microbiological and Biomedical Laboratories (4th Edition, CDC-NIH 1999); e) Occupational Health and Safety in the Care and Use of Research Animals (NRC 1997); f) U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training (OPRR) 1996; g) Chimpanzees in Research, Strategies for their Ethical Care, Management, and Use (NRC 1997); h) 2000 Report of the AVMA Panel on Euthanasia, JAVMA 218(2), 669-696. 2001; i) The Psychological Well-Being of Nonhuman Primates, (ILAR) 1998; and j) 29 CFR 1910.1030, Blood borne Pathogen Standard.

b. SPECIFIC REQUIREMENTS

ESTABLISHMENT OF NATIONAL SANCTUARY SYSTEM FOR FEDERALLY OWNED OR SUPPORTED CHIMPANZEES NO LONGER NEEDED FOR RESEARCH: The Contractor will establish and operate a system whose primary purpose is to provide for the lifetime care of chimpanzees that have been used, or were bred or purchased for

use, in research conducted or supported by the National Institutes of Health, the Food and Drug Administration, or other agencies of the Federal Government, and with respect to which it has been determined that the chimpanzees are not needed for such research.

ACCEPTANCE OF CHIMPANZEES INTO SYSTEM: All surplus chimpanzees owned by the Federal Government shall be accepted into the sanctuary system without charge, and these chimpanzees will continue to be owned by the government. Chimpanzees that are owned by the government shall receive first priority for acceptance into the sanctuary. Subject to Standards under subsection (d)(4) of the Act, any chimpanzee that is not owned by the Federal Government can be accepted into the system if the owner transfers to the Contractor title to the chimpanzee, and the other restrictions in that section are met. Chimpanzees not owned by the sanctuary at the time the contract is awarded shall be accepted on a space available basis, and be subjected to a fee structure developed by the NCRR/NIH staff and the NARRC Sanctuary Working Group in consultation with the Contractor. This fee structure shall be developed within 180 days of the contract award (See subsequent paragraph for additional discussion of this requirement).

PERMANENT RETIREMENT OF SURPLUS CHIMPANZEES: In establishing the Standards, NIH will consider: 1. the provisions of the CHIMP Act, 2. the recommendations of the National Research Council report published in 1997 and entitled Chimpanzees in Research--Strategies for Their Ethical Care, Management, and Use, 3. The Guide for the Care and Use of Laboratory Animals and other relevant ILAR, CDC, and American Zoological Association (AZA) publications, and 4. the recommendations of a specially convened Working Group to the NCRR Council that has expertise related to establishing a chimpanzee sanctuary system. Draft Standards approved by this Working Group can be obtained from the Contracting Officer as they are completed in consultation with the Contractor's Board of Directors (as specified in the CHIMP Act). This Statement of Work contains much information, and this information could be incorporated into future Standards. After award of the Contract, NIH may need to enlarge the sanctuary system beyond what is proposed in the Contractor's proposal, and the Standards would be crucial in that process. After award of the Contract, NIH will work with the Board of Directors of Chimp Haven, Inc. to revise the Standards.

RESTRICTIONS REGARDING RESEARCH: The Act describes the potential withdrawal of chimpanzees from the sanctuary system for research use in great detail, and the Contractor shall adhere to this description. **NO BIOMEDICAL OR BEHAVIORAL RESEARCH MAY BE SUPPORTED VIA DIRECT COSTS TO THIS CONTRACT,** and no indirect costs for research can be incorporated into the institution's overall rate when the indirect cost rate is negotiated for a sanctuary site. The Contractor has briefly described in its Contract proposal what possible types of research (observational, interventional, behavioral, biomedical, or no research) would be allowed using chimpanzees at their sanctuary site(s) if the sanctuaries were successful in

obtaining research funding via grants from NCRR, other NIH Institutes, the National Science Foundation, or private sources.

The types of non-invasive behavioral and management studies allowable under this contract requires further definition and refinement from the BOD of Chimp Haven, Inc., and the NCRR/NIH staff within ninety days of the award of this contract.

NON-FEDERAL CHIMPANZEES OFFERED FOR ACCEPTANCE INTO THE SYSTEM:
NIH may authorize the imposition of a fee for accepting such chimpanzees into the system, except as follows:

1. such a fee may not be imposed for accepting the chimpanzee if, on the day before the date of the enactment of subpart 1 of Part E of Title IV of the Public Health Service Act (42 U.S.C. 287 et. seq.), of Section 481C, Sanctuary System for Surplus Chimpanzees, the chimpanzee was owned by the nonprofit private entity that receives the Contract.
2. or by any individual sanctuary facility receiving a subcontract or grant under subsection (e)(1) of Section 481C.
3. such a fee may not be imposed for accepting the chimpanzee if the chimpanzee is owned by an entity that operates a primate center, and if the chimpanzee is housed in a Regional Primate Research Center supported by the National Center for Research Resources.

Criteria for categorizing and accepting non-Federal chimpanzees into the system and assessing fees for such acceptance will be determined by NCRR with input from Chimp Haven and its Board of Directors.

The Chimp Act states that any fees collected under this subparagraph are available to NIH for the costs of operating the system, and the available funds (if any) may be used to provide a portion of the Contractor's matching funds. Any other fees received by NIH for the long-term care of chimpanzees (including any Federal fees that are collected for such purpose and are identified in the report under Section 3 of the Act) are available for operating the system, in addition to availability for such other purposes as may be authorized for the use of the fees.

NIH may deny any such non-Federal chimpanzee acceptance into the system if the capacity of the system is not sufficient to accept the chimpanzee, taking into account the physical capacity of the system; the financial resources of the system; the number of individuals serving as the staff of the system, including the number of professional staff; the necessity of providing for the safety of the staff and of the public; the necessity of caring for accepted chimpanzees in accordance with the Standards under paragraph (1) of the Act; and such other factors as may be appropriate.

In addition, NIH may deny such chimpanzee acceptance into the system if a complete history of the health and use in research of the chimpanzee is not available to NIH. NIH may determine at a future date that additional Standards regarding accepting non-Federal chimpanzees will be necessary.

AWARD OF SUBCONTRACTS AND ADDITIONAL SITES FOR OPERATION OF SYSTEM: The Contractor has the responsibility of establishing and operating the sanctuary system. In conjunction with active participation and oversight by NIH, this may include awarding subcontracts to individual sanctuary facilities in future years that meet the specifications described in this Statement of Work. In addition, if a subcontract sanctuary site is proposed for addition after Year 1 of the Contract, the additional sanctuary site would have to meet the Standards as approved by the Board of Directors of the Contractor, and NIH.

DATE OF INITIATION: In addition to this contract award, NIH expects to award one C06 grant in FY2002. to fund necessary construction. After the C06 grant is awarded, detailed architectural and engineering plans for construction of new facilities will have to be submitted to NCRR by the Contractor for 3 phases of review and approval. This process generally takes 4-6 months, but can take considerably longer. Once architectural and engineering plans have been approved by NIH, bids for construction could then be obtained. Construction and population of the caging would follow as soon as possible.

DURATION OF CONTRACT WILL BE 10 YEARS, WITH LIKELY FOLLOW-ON CONTRACTS: NCRR staff members believe that the likely duration of the Contract and all subsequent follow-on Contracts will depend mainly on the life-span of the chimpanzees accepted into the sanctuary system. The shortest foreseen duration of the Contract would be 10 years, the longest potential cumulative duration of all follow-on Contract periods would be approximately 50 years. Periodic adjustments in the number of animal caretaker and maintenance staff will be needed as the numbers of chimpanzees housed at the various sites changes appreciably.

NONHUMAN PRIMATE MANAGEMENT EXPERIENCE AND STABILITY: Chimpanzees will only be transferred to sanctuary sites with appropriate fiscal-management expertise, financial strength, and long-term financial stability. A potential subcontractor's proposal must: (a) Describe when their organization was established; (b) its management structure; (c) the staff that would be assigned to this project; (d) their experience in managing and caring for chimpanzees; and (e) evidence of financial stability and resources that can be brought to the project.

WORKING WITH DIVERSE GROUPS: The Contractor and potential subcontractors must work with members of the animal protection community, NIH, and a wide variety of other interested parties. In addition, the Contractor's Board of Directors, experienced in captive chimpanzee management, animal protection, behavioral primatology, business management, laboratory animal medicine, accreditation of animal facilities, and

biohazard containment (a special section regarding the Board of Directors appears below), will provide guidance for the overall sanctuary system including all subcontractor sites.

PERSONNEL: It is expected that nearly all staff for this Contract may be employed by the Contract at 100% effort. Delegation of technical duties for contract personnel will be the prerogative of the Contractor. The Contractor must be responsible for the selection, certification, assessment, supervision, management, and control of employees in performance of this Statement of Work. When necessary to ensure continued satisfactory performance of the required services, the Government will request and the Contractor must 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 the chimpanzees.

The Contractor must provide veterinary care and husbandry service 24 hours a day, 7 days a week, every day of the year, including weekends and Government holidays. At least a minimal staff must report for duty every day of the year, including periods of inclement/severe weather or other adverse working conditions. A Minimum Staffing Plan must be prepared and provided to the Contract Officer and Project Officer within 30 days of arrival of the first chimpanzee on-site.

The Contractor must document actual employee hours worked by use of a time sheet, time clock, or other time keeping method, and must only bill for actual hours worked. Overtime and holiday pay must be justified. The Contractor must use a cost-effective method of providing essential coverage after normal working hours, on weekends, holidays, and other periods of closure, and may include staggered or alternative schedules. The Contractor must organize the workforce in a way that critical functions are performed even when unforeseen absences of personnel occur. All Contractor vehicle drivers must possess a valid driver's license and must have a safe driving record with no evidence of DWI or DUI. The Contractor must maintain a certificate of vehicle liability insurance for all Contractor vehicles operated for the duration of this Contract.

The following description is the present expectation of the types of staff members that will be required once sanctuary chimpanzees arrive on-site, and some future negotiations will likely be necessary once experience in operating the sanctuary system is obtained:

PROFESSIONAL STAFF: such as Director, and Deputy Director/Veterinarian.

TECHNICAL STAFF: such as Program Administrator, Information Technologist, Behaviorist, Colony Manager, Secretary, and Director of Development.

ANIMAL CARE STAFF, supervisory and approximately 5 caregivers, one enrichment technician and one veterinary technician.

MAINTENANCE STAFF, a supervisor and approximately 2 other workers.

ADDITIONAL STAFF PARTIALLY SUPPORTED BY INDIRECT COSTS: During negotiations, the following 4 staff members were proposed for at least partial support from this Contract's indirect costs: Executive Director, Administrative Support person,

Administrative Assistant, and Secretary. No additional staff may be added to the staff listed above, supported by either direct or indirect costs, without written approval of the NIH Contracting Officer.

POTENTIAL USE OF PRISON LABOR: Any use by the Contractor of Prison Labor must conform to 52.222-3 Convict Labor. (Aug 1996), of the Federal Acquisitions Regulations (FAR).

CONSULTANTS: 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 daily at the sanctuary facility(ies). Consultant veterinarians may be needed for periods when the Director, Deputy Director/Veterinarian are off-site for extended periods. An off-site veterinary pathologist and related services may be needed to necropsy animals, and process and interpret necropsy tissues. In addition, the sanctuary sites must develop formal agreements with local physicians and health care services, as outlined in the contract proposal, which will provide scheduled and emergency consultations and care, related to potential zoonoses acquired from chimpanzees.

DIAGRAM OF ORGANIZATIONAL STRUCTURE: The Contractor has supplied a diagram of the proposed organizational structure within each sanctuary site(s). This diagram must be revised and supplied, when such organizational structure changes.

ON-SITE TRAINING: new hire training and periodic refresher training for all employees will be needed for employees at all levels.

TRAVEL TO PROFESSIONAL MEETINGS: The professional staff described above could attend 1 professional meeting per year at the Contract's expense. The veterinary staff must stagger this attendance to allow coverage 24 hours a day, 7 days a week.

ANIMAL CARE: The Contractor has proposed satisfactory plans for animal care at their own proposed site. Veterinary and animal husbandry services must be provided that result in an adequate level of long-term health and care of the chimpanzees. The Contractor must comply with all applicable Federal and State laws and regulations pertaining to the acquisition, registration, care, disposition and transportation of nonhuman primates. The Contractor must provide administrative infrastructure that will adequately support the veterinary and technical services. The Contractor must perform all the animal husbandry tasks necessary to properly maintain the chimpanzees. This includes the provision of training for professional and technical staff to insure that the animals are maintained appropriately; provision of proper sanitation; and assurance that the overall animal health needs are fully met. The physical facilities must comply (or be brought into compliance, if necessary) with the relevant standards established by the U.S. Department of Agriculture (USDA) and the Public Health Service (PHS). The chimpanzees must be maintained in socially compatible groups unless such maintenance is contraindicated for medical or management reasons. The Animal Care and Use Programs must maintain the requirements prescribed by the Animal and Plant Health Inspection Service, USDA and Public Health Service Policy on Humane Care and Use of Laboratory Animals. The Contractor must provide adequate environmental enrichment for the chimpanzees.

MAJOR CHALLENGES: The major challenges result from the need to design and construct new facilities, and biosafety considerations for the experimentally infected chimpanzees. A walk-through every 4-6 hours for temperature monitoring, security reasons, and gross observation of the animals is advisable. Protective clothing, appropriate showering, proper waste disposal, and other BL2 biosafety practices are necessary to care for infected animals.

DIET: This is expected to be standard commercially available chow supplemented with fresh fruits and vegetables.

SANITATION: The proposal describes how often the floors will be hosed or otherwise cleaned, and how often cage surfaces will be disinfected using chemical disinfectants, and/or periodic pressure or steam washing will occur, for the various proposed enclosures.

HEALTH CARE: Health care of the animals must include periodic physicals and tuberculosis (TB) testing for all chimpanzees, standard vaccinations and other standard preventative health care for chimpanzees, veterinary care for unexpected health problems and wounding from cagemates, and rare instances of euthanasia when ordered by a veterinarian considering the best interests of a particular chimpanzee. In addition to providing a preventative medicine program, the sanctuary must be able to treat chimpanzees for illness, emergencies, and necessary surgery. The proposal describes what would happen at the sanctuary if a chimpanzee has a positive test for TB.

PREVENTION OF CONCEPTION: All the male animals to be accepted into the sanctuary will be vasectomized prior to entry into the sanctuary. Vasectomized males must test negative for sperm before entering the sanctuary or be remotely isolated from fertile females until such tests are done to assure the chimpanzees are sterile. In addition, allowable methods to prevent breeding might include tubal ligation, Norplant implants, intrauterine devices, and pregnancy terminations. Vasectomizing all the male chimpanzees should allow greater flexibility for forming mixed-sex social groups, thereby providing enhanced environmental enrichment, and is required by NIH. The Contractor should accomplish planning for the regrouping animals, and achieving those regroupings, with minimal oversight by NIH. NIH expects that no conceptions of chimpanzees at the sanctuary sites will occur, and for chemical or surgical terminations to be performed in the first trimester if they do occur. Any chimpanzee that is born at any of the NIH-supported sanctuary sites shall be owned and supported financially exclusively by the Contractor and/or subcontractor(s), including that animal's share of indirect costs to the Contractor and/or subcontractor(s).

BIOSAFETY: Chimpanzees are large and sometimes unpredictable animals. Some of the animals to be transferred to a sanctuary site have been exposed to viruses and other microorganisms that can be transmitted to humans with dire consequences.

Hazardous materials or operations required by this contract include medical and minor surgical procedures performed with chimpanzees that have been exposed and may be carrying infectious agents such as HBV, HCV, HIV-1 and 2, Simian-HIV (SHIV), HTLV-I, prions, the mycobacterium that causes leprosy, the parasites that cause malaria, and/or other recombinant and natural agents. The research facility contributing a chimpanzee to the sanctuary will be required to arrange for appropriate testing (e.g., for HBV, HCV, HTLV-I, HIV-1 and 2, SIV, and TB) before the chimpanzee can be accepted into the Federal sanctuary system. If a serological test becomes available for prion diseases such as Kuru and/or Creutzfeldt Jacob Disease, the research facility will have to arrange for this testing if the chimpanzee has ever been used in such research, or co-housed with chimpanzees experimentally infected with prions. The Contractor and its potential subcontractors must use appropriate quarantine procedures upon the receipt of new animals, and if sick animals threaten the health of the rest of the colony. The Contractor's facility must have the support of an experienced environmental health and safety department that includes a safety specialist. All Standard Operating Procedures (SOPs) to be used must be reviewed by a multi-member institutional biosafety committee. This biosafety committee must approve SOPs before they go to the Institutional Animal Care Committee.

Both the Principal Investigator of this Contract and the Director of the facility, will have the authority to take intervening action in the event any visitor or employee of the Contractor is in danger. These biosafety policies will be reviewed annually by the institutional biosafety committee. The health and safety policies and procedures must meet all requirements of the Guide for the Care and Use of Laboratory Animals, Biosafety in Microbiological and Biomedical Laboratories, and Occupational Health and Safety in the Care and Use of Research Animals. All personnel involved in the daily care of infected sanctuary chimpanzees must wear washable work clothing covered by an impervious laboratory coat or washable/disposable surgeon's gown, disposable rubber gloves, surgical or other more effective face mask/respirator, scrub bonnets, protective eyewear/face shields, and shoe covers. Personnel must use work practices that adhere to Occupational Health and Safety in the Care and Use of Research Animals and 29 CFR 1910.1030, Bloodborne Pathogen Standard. Pest control at the sanctuary facility(ies) must be effective, and comply with Federal, State, and local laws, regulations, and policies.

The Contractor must provide an effective training program in occupational safety and health. Prior to commencing any work, employees must be properly trained in safe practices and informed of potential hazards by contract managers and supervisors, and the Contractor must provide written certification to the Project Officer that such training has occurred. The Contractor must be responsible for insuring their staff members are provided with, understand, and follow those safety instructions.

GROUPING OF CHIMPANZEES: Appropriate screening of each animal should be performed to characterize the likelihood of the animal being a public health threat to caretakers, the public, and other chimpanzees. The chimpanzees must be monitored for the purpose of promptly detecting the presence in the chimpanzees of any condition

that may be a threat to the public health or the health of other chimpanzees. Chimpanzees posing such a threat must be contained in accordance with applicable recommendations of the Director of the Centers for Disease Control and Prevention, or their designee.

ENVIRONMENTAL ENRICHMENT: The Behaviorist will provide environmental enrichment to every chimpanzee. A primary need of chimpanzees is to be housed with other conspecifics whenever possible (in the opinion of the Behaviorist). The chimpanzees should be allowed access to the outdoors when climatically advisable, and be provided indoor shelter when necessary.

INFORMATION TECHNOLOGY: Each animal's records must be transferred with the animal to the sanctuary, and preferably in advance of the transfer. The CHIMP Act specifies that animals whose records are too incomplete are barred from acceptance into the sanctuary system. Cooperation with the International Species Information System (ISIS) will be required. Each sanctuary site(s) will collaborate with ISIS on information management issues. ISIS will provide access to their existing animal records for sanctuary chimpanzees. Security procedures such as the use of passwords and backup copies, and LAN system implementation and maintenance will need to be provided by the Contractor.

CLINICAL LAB ACCESS: Access to on-site or off-site clinical lab capabilities will be necessary to maintain the health of the sanctuary chimpanzees.

NECROPSY: Approximately 2-4% of the sanctuary chimpanzee population may die each year. Any instances of animal death or injury must be reported by phone or email to the Project Officer within 3 days. Any such incidents deemed to be significant deficiencies according to PHS Policy will be verbally reported to the Project Officer and followed-up in writing upon completion of appropriate ACC investigations and implementation of corrective actions.

In the case of a death from an unknown cause, a necropsy must be done under BL2 containment. The Contractor's proposal contained, and potential additional subcontractor facility plans, must contain detailed discussions of how necropsies will be done, including a description of the equipment, expertise, and space to be dedicated for necropsy, and obtaining help from veterinarians and pathologists from outside the sanctuary site(s) if necessary.

ADMINISTRATIVE: NCRR staff believes that a variety of logistical methods mixing on-site and off-site capabilities can be used to satisfy administrative requirements. The contractor will need to purchase various types of insurance, such as umbrella liability, employee injury, damage to the buildings, theft of contents, vehicle insurance, etc. One definite need is that all costs for caring for NIH-supported chimpanzees, and operating and maintaining the sanctuary facility(ies) housing NIH-supported sanctuary chimpanzees, must receive separate accounting from other costs to the Contractor for

caring for non-NIH-funded animals at the same or associated sites. If other chimpanzees or animals are kept at the same sanctuary site(s) as the chimpanzees supported by this Contract, but are not part of the Federal chimpanzee sanctuary system, the financial expenditures and records for the 2 distinct groups of animals must be allocable, including those expenses resulting in indirect costs. However, non-Federal chimpanzees that were accepted into the Federal system based on exceptions 1-3 (described above) will not be subject to this requirement. Occasional inspections by the Contract's Program Officer and/or Contract Officer are to be expected, but it is not likely that a NIH representative will usually be located on-site.

OLAW, USDA, AAALAC, AZA etc.: The contract proposal described the Contractor's plans for obtaining the various assurances, registrations, and accreditations discussed below. The funded Contractor and all potential subcontractors must comply with the Animal Welfare Act, PHS Policy, and USDA regulations regarding the use of animals in research. If no research (whether observational or interventional, behavioral or biomedical, invasive or noninvasive), or exhibition of animals (whether paid or non-paid) occur, then no animal assurance from the Office for Laboratory Animal Welfare (OLAW, formerly the Office of Protection from Research Risks (OPRR)), or USDA Registration is required for this contract. However, NIH expects the Contractor to request "courtesy" USDA inspections. It is expected that USDA representatives will periodically inspect the sanctuary site(s) and issue reports to the Contractor and NIH. Major Alterations and Renovations may be needed to the site(s) 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 accomplishing and funding those repairs.

If research or exhibition will occur using sanctuary animals, then the Contractor must obtain its own animal assurance from the Office for Laboratory Animal Welfare (OLAW, formerly Office of Protection from Research Risks (OPRR), Office of the Director, NIH, as required by Section I-43-30 of the Public Health Service Policy on Humane Care and Use of Laboratory Animals), and must hold a United States Department of Agriculture (USDA) R Registration, before initiation of the research or exhibition. The Contractor must maintain an Animal Welfare Assurance from NIH and a USDA R Registration for the duration of any research or exhibition; and any subcontractors involved in research or exhibition must obtain and maintain an approved Animal Welfare Assurance and R Registration.

After discussion with NIH staff members, attempts could be made to address deficiencies identified during AAALAC and AZA inspections. The sanctuary site(s) could become accreditable by AAALAC and AZA, but any extra costs involved would be the responsibility of the Contractor, not NIH.

A license from the Drug Enforcement Agency to one or more veterinary staff for the use of drugs in chimpanzees at the sanctuary site(s) will be required. NCRR staff members believe that this contract for care and maintenance of chimpanzees does not need to be approved by the NIH Interagency Animal Models Committee (IAMC) because it

proposes no research, and no research protocols can be funded by the Contract. If non-invasive research will be done at the Sanctuary, the protocols will need approval or exemption both by NCRR staff and the IAMC.

Animal Care Committee (ACC): The Contractor will appoint and manage the ACC. It is expected that the ACC will be constituted and meet at the sanctuary site(s), and will provide the functions required by OLAW and the USDA, including submitting reports from the ACC to NIH and the USDA, if required. Members from the Contractor's staff and outside members with appropriate qualifications will be appointed by the Contractor to serve on the ACC. Furthermore, the Contractor will appoint or identify a senior veterinarian to serve as the Animal Program Director for each of the sanctuary site(s). Any instances of animal death or injury must be reported by phone or email to the Project Officer within 3 days. Any such incidents deemed to be significant deficiencies according to PHS Policy will be verbally reported to the Project Officer, and possibly OLAW, and followed-up in writing upon completion of appropriate ACC investigations and implementation of corrective actions. The ACC may perform other duties as directed by the Contractor's administrators.

If subcontractors are proposed that will care for sanctuary chimpanzees at additional sites, the request for subcontracting must indicate: 1. if there will be non-invasive research and/or exhibition of animals at the subcontractor's site(s); 2. whether the subcontractor will obtain their own animal assurance, USDA registration, and maintain an independent ACC; and 3. whether the subcontractors would use the ACC and other resources of the contractor in satisfying these requirements.

REPORTS TO NIH: Reports required under this contract are identified in Article C.2. of this contract. These reporting requirements must be included in any subcontracts awarded for additional sanctuary sites.

PAYROLL/TAXES/HIRING+TERMINATION/BILLING/PURCHASING: The Contractor's proposal described an acceptable plan of on- and off-site sources that will accomplish these tasks.

SECURITY: During non-regular business hours, a walk-through every 4-6 hours for temperature monitoring, security reasons, and gross observation of the animals is advisable. Possible plans for replacing all or some of the walk-throughs by use of video and other electronic surveillance methods must be approved in advance by the ACC and the Project Officer. It is expected that the person performing the walk-through will carry a cell phone. The Contractor must ensure that an effective security system and procedures are in place at each sanctuary site, and procure and establish these if necessary. The Government is not liable for the loss of personal possessions of the Contractor or its staff.

WRITTEN STANDARD OPERATING PROCEDURES (SOPS): After an initial operating period, SOPs need to 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 should be approved by the Nurse/OSH consultant groups, and SOPs relevant to Animal Care should be approved by the ACC or similar committee with delegated responsibility with input from the Facility Veterinarian.

OCCUPATIONAL SAFETY AND HEALTH (OSH)/ ANIMAL EXPOSURE SURVEILLANCE PLAN (AESP): the Contractor's proposal described the proposed plan for OSH and AESP: An on-call Nurse/OSH Officer and access to physicians or health care services located nearby, must be available when needed. The individuals fulfilling these roles must be knowledgeable in their fields and qualified to perform the duties assigned.

PREEMPLOYMENT PHYSICAL EXAMS, HEALTH SCREENING, and VACCINATIONS for tetanus, hepatitis A and B, are needed, as appropriate for each individual employee. Persons having active tuberculosis are excluded from work with Contract chimpanzees. All appropriate personnel should be immunized against hepatitis C, HIV, and other relevant diseases as safe and effective vaccines become available.

CONTINUED HEALTH SURVEILLANCE AND A SERUM BANK: A schedule for periodic blood banking, TB testing, and revaccination of employees with chimpanzee contact must be followed.

PLANS FOR EMERGENCY CARE of employees on a 24/7 basis should be developed and provided to all employees.

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

WASTES: At present, urine and feces from chimpanzees are typically treated at the same sewage treatment plants that receive 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. A plan for the disposition of Medical Pathological Waste (MPW) from experimentally infected chimpanzees must be followed, similar to the following preliminary draft: (1) Animal Room Waste: a. Liquids: sewage pipes into public sewage system; b. Solids: double sealed bag, sterilized, dumpster; (2) Animal Carcasses: sealed bag, refrigerated, necropsy, burn box, incinerator; (3) Body fluid and tissue specimens: sealed bag, in-house processing within Class II biological safety cabinet or sealed centrifuge rotors; double bagged in plastic, labeled appropriately, sealed outside container; delivered as appropriate; (4) Disposable Items: a. Needles and Syringes: sharps container, autoclave as solid waste, commercial biohazard waste disposal service; b. Other

Disposables: sealed bag, burn box, incinerator; and (5) Gowns: sealed bag, commercial laundry service.

FACILITIES OPERATION, MAINTENANCE, AND MODERNIZATION

MAINTENANCE: Maintenance and minor repairs to the interior and exterior, and for grounds maintenance can be charged to the Contract. Security considerations, fire prevention and fire fighting, and planning for natural disasters must be adequate at all sanctuary site(s).

MODERNIZATION: The Contractor should develop a proactive method by which necessary MAJOR repairs are identified, evaluated, and implemented in a timely manner. The methods for this are expected to vary depending on the scope, severity, and expense of the repair.

USDA INSPECTIONS – The Contractor will be responsible for ensuring that sanctuary site(s) comply with the laws, regulations, and policies of the U.S. Department of Agriculture (USDA) the Public Health Service (PHS) and any subsequent Acts or regulations related to the care and use of chimpanzees.. Major Alterations and Renovations may be needed 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 accomplishing and funding those repairs without necessarily getting supplementary funds from NIH. After discussion with NIH staff members, attempts can be made to address deficiencies identified during AAALAC and AZA inspections. Any additional necessary costs of becoming accreditable by AAALAC and AZA will be borne by the Contractor.

SHIPPING OF ANIMALS TO OTHER LOCATIONS: Costs for shipping chimpanzees owned or supported by the Federal Government from their present research facilities to the new sanctuary site(s) will be borne by the Contract. If and when additional sanctuary site(s) are willing to accept chimpanzees from the primary sanctuary site, and NCRR has approved the transfer in writing, the Contractor is responsible for arranging appropriate shipping of the chimpanzees as a cost chargeable to the Contract. A list of relevant regulations and considerations for shipping of chimpanzees is available from the Contracting Officer. Once chimpanzees enter the federally funded sanctuary system, they must not be sold or otherwise discharged from the system except as provided for in the Act.

COSTS: No biomedical or behavioral research will be supported by this Contract, and no direct or indirect costs for any independent research and development project can be charged to this Contract.

PREDICTABLE COSTS TO THE CONTRACTOR: NCRR 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.

UNPREDICTABLE COSTS TO THE CONTRACTOR: The Contractor will be responsible for unpredictable costs. The Contractor can ask NIH in writing for supplemental funds, but these would typically NOT be available.

EQUIPMENT/SUPPLIES – Any equipment or supplies owned by the Contractor on the day of Contract initiation cannot be charged to the Contract. 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 will be responsible for the routine operation and maintenance of all equipment used in the Contract.

REQUESTS FOR TOURS AND CONGRESSIONAL/MEDIA INTEREST:

Animal facilities typically have controlled access and need not be opened to the public, for a variety of reasons. The Contractor's proposal included a description of a plan that allows for the sanctuary to be open to members of the public (and/or exhibited), what types of consultants could have access, etc. Soon after receiving the award, a SOP regarding access must be written and consistently implemented. Special requests by outside individuals or groups to visit the sanctuary site(s) should be carefully considered. The Contracting Officer, Project Officer and the NIH Office of Communications shall be promptly notified, in writing, of any changes to the access procedures outlined in the Contract proposal or SOP.

Requests for information or inquiries/allegations regarding activities at any of the sanctuary site(s) received by the Contractor will be forwarded to the Contract Officer and Project Officer, especially for those that have public, media, or congressional interest.

Due to a high risk of susceptibility of the chimpanzees, visitors who contact or closely approach the chimpanzees are required, as a minimum, to have the following health requirements: 1. Negative tuberculin test within 6 months of visit, or negative chest X-ray within 1 year of the visit; and 2. In overt good health with no signs of respiratory disease. The USDA has published guidelines for animal/public interactions (Subchapter A Animal Welfare, Part 3, Subpart D- Specifications for Humane Handling, Care, Treatment, and Transportation of Nonhuman Primates, 3.78 Outdoor Housing facilities, (e) Public barriers, p.73)

REQUIREMENTS REGARDING THE CONTRACTOR'S GOVERNING BOARD OF DIRECTORS:

The Contractor must meet the following requirements:

1. The Contractor's governing Board of Directors is composed and appointed in accordance with paragraph (3) of the Act and is satisfactory to NIH.
2. The terms of service for members of such board are in accordance with paragraph (e) (3) of the Act.
3. The members of the board serve without compensation. The members may be reimbursed for travel, subsistence, and other necessary expenses incurred in carrying out the duties of the board.
4. The Contractor has an executive director meeting such requirements as NIH determines to be appropriate.
5. The Contractor makes the agreement described in paragraph (e) (4) of the Act (relating to non-Federal contributions).
6. The Contractor agrees to comply with Standards under subsection (d) of the Act.
7. The Contractor agrees to make necropsy reports on chimpanzees in the sanctuary system available on a reasonable basis to persons who conduct biomedical or behavioral research, with priority given to such persons who are Federal employees or who receive financial support from the Federal Government for research. Presently, it seems inadvisable to necropsy chimpanzees previously used in prion-related research, therefore, necropsy of these animals are not required.
8. Such other requirements as NIH determine to be appropriate.

COMPOSITION OF THE CONTRACTOR'S BOARD OF DIRECTORS:

The governing Board of Directors (BOD) of the Contractor must be composed and appointed as follows:

1. Such board shall be composed of not more than 13 voting members. The Contractor and BOD agrees that the NCRR/NIH/DHHS Project Officer, or an appointed designee shall be invited to board meetings that include discussions or deliberations relating to this contract.
2. Such members include individuals with expertise and experience in the science of managing captive chimpanzees (including primate veterinary care), appointed from among individuals endorsed by organizations that represent individuals in such field.
3. Such members include individuals with expertise and experience in the field of animal protection, appointed from among individuals endorsed by organizations that represent individuals in such field.
4. Such members include individuals with expertise and experience in the zoological field (including behavioral primatology), appointed from among individuals endorsed by organizations that represent individuals in such field.
5. Such members include individuals with expertise and experience in the field of the business and management of nonprofit organizations, appointed from among individuals endorsed by organizations that represent individuals in such field.

6. Such members include representatives from entities that provide accreditation in the field of laboratory animal medicine. NIH's interpretation of this requirement is that current or past staff members of AAALAC, or current or past members of the AAALAC Council, would definitely meet the requirement.

7. Such members include individuals with expertise and experience in the field of containing biohazards.

8. Such members include an additional member who serves as the chair of the Board, appointed from among individuals who have been endorsed for purposes of numbers 2-5 above.

9. None of the members of the board has been fined for, or signed a consent decree for, any violation of the Animal Welfare Act.

TERMS OF SERVICE FOR MEMBERS OF THE BOARD OF DIRECTORS:

The TERMS OF SERVICE for members of the Board of Directors are in accordance with this paragraph if the following conditions are met:

1. The term of the chair of the board is 3 years.

2. The initial members of the board select, by a random method, one member from each of the six fields specified in subparagraph (A) of the Act to serve a term of 2 years and (in addition to the chair) one member from each of such fields to serve a term of 3 years.

3. After the initial terms under number 2 above expire, each member of the board (other than the chair) is appointed to serve a term of 2 years.

4. An individual whose term of service expires may be reappointed to the board.

5. A vacancy in the membership of the board is filled in the manner in which the original appointment was made.

6. If a member of the board does not serve the full term applicable to the member, the individual appointed to fill the resulting vacancy is appointed for the remainder of the term of the predecessor member.

The Contractor's Board of Directors should periodically (at least annually) review the sanctuary site(s)' operation and serve as an advisory body for programmatic issues. Plans for possible facility modernization and major repairs should be presented to the Board of Directors. Within forty-five days following the award of this contract, the Contractor must submit letters of commitment for members of their Board of Directors. Indicate the full name, credentials, expertise, and organizational affiliation(s) for each person.

In order to provide appropriate oversight related to expenditures of a large quantity of taxpayer funds, NIH will require the Contractor to notify and invite the Project Officer to Board of Directors meetings that include items related to this contract as a part of the agenda or discussion. NIH will pay the relevant travel expenses from other than contract funds.

REQUIREMENTS REGARDING MATCHING FUNDS:

The Contractor will provide non-Federal contributions toward the costs to be incurred by the Contractor in establishing and operating the sanctuary system, in cash or in-kind, in an amount not less than the following, as applicable:

1. For expenses associated with establishing the sanctuary system (as determined by NIH), 10 percent of such costs (\$1 for each \$9 of Federal funds provided under the C06 Construction Grant (or for alterations and renovations costs invoiced to the Contract) under paragraph (1) of the Act), and
2. For expenses associated with operating the sanctuary system (as determined by NIH), 25 percent of such costs (\$1 for each \$3 of Federal funds provided under such Contract). In their Contract proposal and in annual reports thereafter, the Contractor must provide evidence of their organization's in-hand ability to make non-Federal contributions in cash or in-kind, in an amount not less than 10% of the establishment costs (including construction costs), and 25% of the yearly operational expenses. In-kind funds must include the net value of land (the Contractor and potential subcontractors must provide a financial assessment of just the acreage necessary for the NIH-funded sanctuary, from a reputable source of the current realistic sales price, minus any liens or mortgages, minus the cost of selling such as sales fees and transfer taxes); and may include major equipment for operation of the sanctuary already owned by the Contractor that will be provided at no charge to the contract; promised contributions of effort by professional, technical, and animal care personnel that will otherwise replace employees that would have been paid by the Contract; and contributed services such as laboratory tests provided at discount rates by established qualified laboratories. It is necessary that all proposed in-kind assets be adequately documented in the Contract proposal and annual reports. The Contractor shall make a good faith effort to match indirect costs associated with this contract when fund-raising activities are of sufficient magnitude to support this contribution. A reasonable time shall be allowed for the Contractor to accumulate a sufficient endowment or reserve funds necessary to assure the financial stability and longevity of the organization. The length of the moratorium shall be mutually determined by the Government and the Contractor based upon data presented in the financial reports required as a part of the Contractor's Annual reports. The Government will waive the indirect cost match until such time as the Contractor accumulates the financial means to contribute these based upon a review of the annual financial reports submitted as a deliverable in this contract. Since the Contractor has no current Federally-funded grants or contracts, an indirect cost rate must be negotiated after the Contract is awarded, and periodically thereafter.

If subcontractor(s) are added in future years, each subcontractor will need to provide the appropriate match for establishment and maintenance costs at their facility. If the subcontractor defaults in providing these funds, the Contractor (Chimp Haven, Inc.) will be required to provide these funds to the subcontractor, until the subcontractor can provide the current match and reimburse the Contractor for the matching funds provided in the subcontractor's behalf.

A description must be included of whether the organizational assets are already in-hand, or will be solicited by realistic mechanisms. In addition, the proposal must describe how the total organizational assets are to be allocated among the initial construction costs via C06 construction grants, versus the care and maintenance costs distributed over the first 10 years of the Contract. In order to count toward the matching requirement, proposed contributions of effort must include the contributor's names, their expertise presented by an up-to-date 3 page NIH Biographical Sketch that includes Other Support, and signed letters of intent. General in-hand assets of the nonprofit entity(ies) submitting subcontract proposals should be documented by an audited (or otherwise verified) statement of assets typically already possessed by 501 (c) 3 organizations. All proposed matching contributions will be identified in cost-sharing clauses in the subcontract, and the Contractor and subcontractors will be audited to insure compliance with the terms of the contract.

Criteria for categorizing and accepting non-Federal chimpanzees into the system and assessing fees for such acceptance will be determined by NCRR with input from Chimp Haven and its Board of Directors.

The Chimp Act states that any fees collected under this subparagraph are available to NIH for the costs of operating the system, and the available funds (if any) may be used to provide a portion of the Contractor's matching funds. Any other fees received by NIH for the long-term care of chimpanzees (including any Federal fees that are collected for such purpose and are identified in the report under Section 3 of the Act) are available for operating the system, in addition to availability for such other purposes as may be authorized for the use of the fees.

CONSTRUCTION:

The Contractor has submitted a C06 Construction Grant application, and a Contract proposal for care and maintenance. NCRR has extensive experience in constructing new facilities through C06 construction grants. Extensive data regarding NIH-supported construction is available on the Division of Research Infrastructure web pages at <http://www.ncrr.nih.gov/resinfra.htm>. The Contractor has proposed, and potential subcontractors will need to propose, appropriate construction to house an additional 200 sanctuary chimpanzees at one or more sites, plus provide plans for modularly housing groups of 75-100 sanctuary chimpanzees as necessary in coming years if additional chimpanzees attempt to enter the sanctuary system. The total plan must be theoretically capable of housing as many as 900 chimpanzees. The proposed budget for construction must be presented so that the costs of the individual housing modules are identifiable. Preparing a C06 application typically takes a team of investigators many weeks, and the team is typically composed of a high-level administrator who controls space allocation at his or her institution and will be the Principal Investigator of the Grant, one or more architects experienced in the design of animal facilities, an electrical engineer, a mechanical engineer, and one or more veterinarians experienced in designing facilities that can meet the needs of their overall animal program. If the

Contractor or potential subcontractors have questions regarding the pre- and post-award requirements for NIH supported construction, they are advised to thoroughly acquaint themselves with the URL above and the web page for C06 grants (<http://grants.nih.gov/grants/guide/pa-files/PA-00-129.html>), and the special chapter on construction grants found in the NIH Grants Policy Statement (found at http://grants.nih.gov/grants/policy/nihgps_2001/). Note that C06 grant funds may not be used for the acquisition of land or for off-site improvements. In addition, if alterations and renovations are needed for existing facilities, the Contractor and potential subcontractors are advised to consult the C06 grant URL listed above, as well as the web pages specific to G20 animal facility improvement grants linked from http://www.ncrr.nih.gov/resinfra/ri_rfp.asp. Note that C06-funded construction cannot go to bid until after both the Notice of Grant Award is made, and the detailed architectural and engineering plans are submitted and approved by NIH in 3 separate phases. For future C06 construction grant applications, the ratio for the grant recipient's provision of matching funds, and a requirement that the construction will benefit research, will probably be different for chimpanzee sanctuary C06 grants than for typical C06 grants.

REFERENCES TO BE CONSULTED IN PREPARING SUBCONTRACT PROPOSALS AND IN PERFORMING THIS CONTRACT:

The Contractor and its subcontractors shall be in compliance with:

Laws:

1. Public Law 89-54: Laboratory Animal Welfare Act of 1966, and the provisions of Subchapter A of Chapter 1 of Title 9 of the Code of Federal Regulations designated "Laboratory Animal Welfare" are designated a part of this contract.
2. Public Law 99-158: Health Research Extension Act of 1985 (NIH Reauthorization Act) as it applies to work funded by the PHS is designated a part of this contract.
3. Public Law 106-551, Chimpanzee Health Improvement, Maintenance, and Protection (CHIMP) Act of 2000, which amended Section 481C of the Public Health Service Act is designated a part of this contract.

Policies:

1. Guide for the Care and Use of Laboratory Animals (ILAR, NRC 1996).
2. PHS Policy on Humane Care and Use of Laboratory Animals (OPRR), 1996.
3. Biosafety in Microbiological and Biomedical Laboratories. CDC, 4th Edition, 1999.
4. U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training (OPRR) 1996.
5. Chimpanzees in Research, Strategies for their Ethical Care, Management, and Use (NRC 1997)
6. 2000 Report of the AVMA Panel on Euthanasia, JAVMA 218(2), 669-696. 2001
7. The Psychological Well-Being of Nonhuman Primates, (ILAR) 1998.

8. Occupational Health and Safety in the Care and Use of Research Animals (NRC 1997).
9. 29 CFR 1910.1030, Bloodborne Pathogen Standard.

The Contractor and potential subcontractors are encouraged to consult the published literature on the care of captive chimpanzees to select and incorporate procedures and concepts that they judge to be appropriate in relation to the framework provided by this Statement of Work.

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

General: The contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

Format: Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases and Services Other Than Personal-- Continuation Sheet," or reproduced copies of such forms marked ORIGINAL should be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims may be submitted on the payee's letter-head or self-designed form provided that it contains the information shown on the sample invoice/financing request.

Number of Copies: As indicated in the Invoice Submission Clause in the contract.

Frequency: Invoices/financing requests submitted in accordance with the Payment Clause shall be submitted monthly unless otherwise authorized by the contracting officer.

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 amount and month(s) in which such costs were incurred shall be cited.

Contractor's Fiscal Year: Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the contractor's fiscal year.

Currency: All NIH contracts are expressed in United States dollars. When payments are made in a currency other than United States dollars, billings on the contract shall be expressed, and payment by the United States 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.

Costs Requiring Prior Approval: Costs requiring the contracting officer's approval, which are not set forth in an Advance Understanding in the contract shall be so identified and reference the Contracting Officer's Authorization (COA) Number. In addition, any cost set forth in an Advance Understanding shall be shown as a separate line item on the request.

Invoice/Financing Request Identification: Each invoice/financing request shall be identified as either:

- (a) **Interim Invoice/Contract Financing Request** — These are interim payment requests submitted during the contract performance period.
- (b) **Completion Invoice** — The completion invoice is submitted 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 this contract is physically complete (whichever date is later). The completion invoice should be submitted 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).

Preparation and Itemization of the Invoice/Financing Request: The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample invoice/financing request.

- (a) **Designated Billing Office Name and Address** — Enter the designated billing office name and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice/financing request.
- (b) **Invoice/Financing Request Number** — Insert the appropriate serial number of the invoice/financing request.
- (c) **Date Invoice/Financing Request Prepared** — Insert the date the invoice/financing request is prepared.
- (d) **Contract Number and Date** — Insert the contract number and the effective date of the contract.
- (e) **Payee's Name and Address** — Show the contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee instead of the contractor.
- (f) **Total Estimated Cost of Contract** — Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) **Total Fixed-Fee** — Insert the total fixed-fee (where applicable). For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (h) **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.
- (i) **Amount Billed for Current Period** — Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the period.
- (j) **Cumulative Amount from Inception** — Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) **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.
 - (2) **Fringe Benefits** — List any fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
 - (3) **Accountable Personal Property** — Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property*). Show permanent research equipment separate from general purpose equipment. Prepare and attach Form HHS-565, "Report of Accountable Property," in accordance with the following instructions:

List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):

- The item number for the specific piece of equipment listed in the Property Schedule.
- The COA letter and number, if the equipment is not covered by the Property Schedule.
- Be preceded by an asterisk (*) if the equipment is below the approval level.

Further itemization of invoices/financing requests shall only be required for items 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's advance understanding or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.
- (7) **Travel** — Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, 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.
- (l) **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.
- (m) **Indirect Costs--Overhead** — Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (n) **Fixed-Fee Earned** — Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.
- (o) **Total Amounts Claimed** — Insert the total amounts claimed for the current and cumulative periods.
- (p) **Adjustments** — Include amounts conceded by the contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (q) **Grand Totals**

The contracting officer may require the contractor to submit detailed support for costs claimed on one or more interim invoices/financing requests.

SAMPLE INVOICE/FINANCING REQUEST

(a) Billing Office Name and Address

NATIONAL INSTITUTES OF HEALTH
National Cancer Institute, RCB
EPS, Room _____
6120 EXECUTIVE BLVD MSC ____
Bethesda, MD 20892-____

(b) Invoice/Financing Request No. _____

(c) Date Invoice Prepared _____

(d) Contract No. and Effective Date _____

(e) Payee's Name and Address

ABC CORPORATION
100 Main Street
Anywhere, U.S.A. zip code

(f) Total Estimated Cost of Contract _____

(g) Total Fixed Fee _____

Attention: Name, Title, and Phone Number
of Official to Whom Payment is Sent

(h) This invoice/financing request represents reimbursable costs from Aug. 1, 1982 through Aug. 31, 1982

	(i) Amount Billed for Current Period	(j) Cumulative Amount From Inception
(k) Direct Costs		
(1) Direct Labor	\$ 3,400	\$ 6,800
(2) Fringe Benefits	600	1,200
(3) Accountable Personal Property (Attach Form HHS-565)		
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
(l) Cost of Money (Factor) of (Appropriate Base)	2,400	3,600
(m) Indirect Costs -- Overhead		
_____% of Direct Labor or Other Base (Formula)	4,000	6,000
(n) Fixed-Fee Earned (Formula)	700	1,400
(o) Total Amount Claimed	\$18,700	\$31,650
(p) Adjustments		
Outstanding Suspensions		(1,700)
(q) Grand Totals	\$18,700	\$29,950

"I certify that all payments requested are for appropriate purposes and in accordance with the contract."

Name of Official)_____
(Title)

National Institutes of Health FINANCIAL REPORT OF INDIVIDUAL PROJECT/CONTRACT, NIH FORM 2706 <i>Note: Complete this Form in Accordance with Accompanying Instructions.</i>		Project Task: 	Contract No.: N02-RR-2-2082	Date of Report: 	0990-0134 0990-0131
Reporting Period: 		Contractor Name and Address: 			

Expenditure Category	Percentage of Effort/Hours		Cumulative Incurred Cost at End of Prior Period	Incurred Cost-- Current Period	Cumulative Cost to Date (D + E)	Estimated Cost to Complete	Estimated Cost at Completion (F + G)	Negotiated Contract Amount	Variance (Over or Under) (I - H)
	Negotiated	Actual							
A	B	C	D	E	F	G	H	I	J
Proj. Dir: Dr. Brent									
Deputy Dir/Vet: Dr. Hoffman									
Colony Mgr: Mr. Stone									
Behaviorist: Mr. Villegas									
Personnel - other									
Fringe Benefits									
Accountable Personal Property									
Supplies									
Travel									
Consultant Fees									
Premium Pay									
Subcontracts									
Other Costs									
Indirect Costs									
Total Costs to the Govt.									
Cost-Sharing: Cite sources of contribution & amounts contributed									

INSTRUCTIONS FOR COMPLETING FORM NIH 2706 "FINANCIAL REPORT OF INDIVIDUAL PROJECT/CONTRACT"

GENERAL INFORMATION

Purpose. Form NIH 2706 is designed to: (1) provide a management tool for use by be NIH in monitoring the application of financial and personnel resources to the NIH contracts; (2) provide contractors with financial and personnel management data which is usable in their management processes; (3) promptly indicate potential areas of contract underruns or overruns by making possible comparisons of actual performance and projections with prior estimates on individual elements of cost and personnel; and (4) obtain contractor's analysis of cause and effect of significant variations between actual and prior estimates of financial and personnel performance.

REPORTING REQUIREMENTS

Scope. The specific cost and personnel elements to be reported shall be established by mutual agreement prior to award. The Government may require the contractor to provide detailed documentation to support any element(s) on one or more financial reports.

Number of Copies and Mailing Address. An original and two (2) copies of the report(s) shall be sent to the contracting officer at the address shown on the face page of the contract, no later than 30 working days after the end of the period reported. However, the contract may provide for one of the copies to be sent directly to the project officer.

REPORTING STATISTICS

A modification which extends the period of performance of an existing contract will not require reporting on a separate Form NIH 2706, except where it is determined by the contracting officer that separate reporting is necessary. Furthermore, when incrementally funded contracts are involved, each separate allotment is not considered a separate contract entity (only a funding action). Therefore, the statistics under incrementally funded contracts should be reported cumulatively from the inception of the contract through completion.

Definitions and Instructions for Completing Form NIH 2706. For the purpose of establishing expenditure categories in Column A, the following definitions and instructions will be utilized. Each contract will specify the categories to be reported.

- (1) **Key Personnel.** Include key personnel regardless of annual salary rates. All such individuals should be listed by names and job titles on a separate line including those whose salary is not directly charged to the contract but whose effort is directly associated with the contract. The listing must be kept up to date.
- (2) **Personnel--Other.** List as one amount unless otherwise required by the contract.
- (3) **Fringe Benefits.** Include allowances and services provided by the contractor to employees as compensation in addition to regular salaries and wages. If a fringe benefit rate(s) has been established, identify the base, rate, and amount billed for each category. If a rate has not been established, the various fringe benefit costs may be required to be shown separately. Fringe benefits which are included in the indirect cost rate should not be shown here.
- (4) **Accountable Personal Property.** Include nonexpendable personal property with an acquisition cost of \$1,000 or more and with an expected useful life of two or more years, and sensitive items regardless of cost. Form HHS 565, "Report of Accountable Property," must accompany the contractor's public voucher (SF 1034/SF 1035) or this report if not previously submitted. See "Contractor's Guide for Control of Government Property."

- (5) **Supplies.** Include the cost of supplies and material and equipment charged directly to the contract, but excludes the cost of nonexpendable equipment as defined in (4) above.
- (6) **Inpatient Care.** Include costs associated with a subject while occupying a bed in a patient care setting. It normally includes both routine and ancillary costs.
- (7) **Outpatient Care.** Include costs associated with a subject while not occupying a bed. It normally includes ancillary costs only.
- (8) **Travel.** Include all direct costs of travel, including transportation, subsistence and miscellaneous expenses. Travel for staff and consultants shall be shown separately. Identify foreign and domestic travel separately. If required by the contract, the following information shall be submitted: (i) Name of traveler and purpose of trip; (ii) Place of departure, destination and return, including time and dates; and (iii) Total cost of trip.
- (9) **Consultant Fee.** Include fees paid to consultant(s). Identify each consultant with effort expended, billing rate, and amount billed.
- (10) **Premium Pay.** Include the amount of salaries and wages over and above the basic rate of pay.
- (11) **Subcontracts.** List each subcontract by name and amount billed.
- (12) **Other Costs.** Include any expenditure categories for which the Government does not require individual line item reporting. It may include some of the above categories.
- (13) **Overhead/Indirect Costs.** Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (14) **General and Administrative Expense.** Cite the rate and the base. In the case of nonprofit organizations, this item will usually be included in the indirect cost.
- (15) **Fee.** Cite the fee earned, if any.
- (16) **Total Costs to the Government.**

PREPARATION INSTRUCTIONS

These instructions are keyed to the Columns on Form NIH 2706.

Column A--Expenditure Category. Enter the expenditure categories required by the contract.

Column B--Percentage of Effort/Hours Negotiated. Enter the percentage of effort or number of hours agreed to during contract negotiations for each labor category listed in Column A.

Column C--Percentage of Effort/Hours-Actual. Enter the cumulative percentage of effort or number of hours worked by each employee or group of employees listed in Column A.

Column D--Cumulative Incurred Cost at End of Prior Period. Enter the cumulative incurred costs up to the end of the prior reporting period. This column will be blank at the time of the submission of the initial report.

Column E--Incurred Cost-Current Period. Enter the costs which were incurred during the current period.

Column F--Cumulative Incurred Cost to Date. Enter the combined total of Columns D and E.

Column G--Estimated Cost to Complete. Make entries only when the contractor estimates that a particular expenditure category will vary from the amount negotiated. Realistic estimates are essential.

Column H--Estimated Costs at Completion. Complete only if an entry is made in Column G.

Column I--Negotiated Contract Amount. Enter in this column the costs agreed to during contract negotiations for all expenditure categories listed in Column A.

Column J--Variance (Over or Under). Complete only if an entry is made in Column H. When entries have been made in Column H, this column should show the difference between the estimated costs at completion (Column H) and negotiated costs (Column I). When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column J by Column I, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission shall not be deemed as notice under the Limitation of Cost (Funds) Clause of the contract.

Modifications. List any modification in the amount negotiated for an item since the preceding report in the appropriate cost category.

Expenditures Not Negotiated. List any expenditure for an item for which no amount was negotiated (e.g., at the discretion of the contractor in performance of its contract) in the appropriate cost category and complete all columns except for I. Column J will of course show a 100 percent variance and will be explained along with those identified under J above.

SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: 8/21/02

CONTRACTOR CHIMP HAVEN, INC.

ADDRESS: San Antonio Address: P.O. Box 760081, San Antonio, TX 78245

Shreveport Address: 710 Spring St., Shreveport, LA 71101

DUNN & BRADSTREET NUMBER: 117073465

SOLICITATION OR CONTRACT NUMBER: NHLBI-RR-P-01-759

ITEM/SERVICE (Description):

Operation and Maintenance of a Sanctuary to Provide Lifetime Care for Chimpanzees

TOTAL CONTRACT AMOUNT: \$		\$
	Total contract or Base-Year, if options	Option #1 (if applicable)
\$	\$	\$
Option #2 (if applicable)	Option #3 (if applicable)	Option #4 (if applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$

TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): Oct 1, 2002 – Sept. 30, 2012

The following is a suggested model for use when developing subcontracting plans as required by Section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable; however, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. Further, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation. "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 calling for supplies or services required for performance of the contract or subcontract.

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, including goals, covers the offerer's fiscal year and applies to the entire production of commercial items or delivery of services sold by either the entire company or a portion thereof (e.g., division, plant, or product line); this includes planned subcontracting for both commercial and Government business.

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Veteran-owned (VOSB), and "Other than small business" (Other) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (break out and append option year goals, if the contract contains option years) or project annual subcontracting base and goals under commercial plans.

- a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$ 0 0 (b + g = a)
- b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, and VOSB):
(% of "a") \$ 0 0 and 23 %
- c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ 0 0 and 5 % Federal Subcontract Goal 5%
- d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ 0 0 and 5 % Federal Subcontract Goal 5%
- e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ 0 0 and 2.5 %
- f. Total estimated dollar and percent of planned subcontracting with VETERAN SMALL BUSINESSES* (% of "a") \$ 0 0 and 3 % Federal Subcontract Goal 3%
- g. Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES": (% of "a") \$ 0 0 and 77 %

Notes: *Service-disabled veteran goal should be included as part of veteran small business goal.

1. Federal prime contract goals are:
SB equals 23%; SDB equals 5%; HUBZone equals 2.5%, WOSB equals 5% and VOSB equals 3% and can serve as objectives for subcontracting goal development.
2. SDB, WOSB, HUBZone and VOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.

- h. 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).

Product/Service	Other	SB	SDB	WOSB	HUBZoneSB	VOSB
Feed	X					
Fruit and Vegetables		X				
Enrichment Supplies	X					
Cleaning Chemicals	X	X	X	X		
Cleaning Supplies		X				
Misc. Supplies	X	X			X	
Bedding	X					
Veterinary Supplies		X	X	X		X
Personal Protective Equip		X		X	X	X
Drugs		X		X		
Uniforms and clothing		X				
Computer System	X	X	X	X	X	X
Laser Printer	X					
Veterinary Equipment		X		X		
Cleaning Equipment	X					
Fundraising/PR		X		X		
Travel	X					
Pathology Services	X					
Animal Shipping	X					
PR/Marketing		X	X	X		X
Web design/Marketing	X	X	X	X		
Materials Design		X				X

- i. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, and VOSB 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, SDB, WOSB, HUBZone, and VOSB concerns were determined, how the capabilities of these concerns were considered for subcontract 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.)

T

Strategy withheld

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- j. Indirect costs have ___ have not X been included in the dollar and percentage subcontracting goals above (check one).
- k. 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, and VOSB concerns.

l.

3. Program Administrator:

NAME/TITLE: TBA
ADDRESS: 710 Spring Street, Shreveport, LA 71101
TELEPHONE/E-MAIL: 318-425-0002

Duties: Has 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. Other duties include, but are not limited to, the following activities:

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, and VOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.
- b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, and VOSB concerns from all possible sources;
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, and VOSB concerns;
- e. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, and VOSB concerns to include the SBA's PRO-Net and SUB-Net Systems, (<http://www.sba.gov>), the Federal Acquisition Computer Network (FACNET) Contractor Registration Database, the NIH e-Portals in Commerce (e-PIC), (<http://epic.od.nih.gov/>), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices;
- f. Establishing and maintaining contract and subcontract award records;
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- h. Ensuring that SB, SDB, WOSB, HUBZone, and VOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- i. 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;
- j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- k. Preparing, and submitting timely, required subcontract reports;
- l. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and
- m. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that SB, SDB, WOSB, HUBZone, and VOSB 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:
 1. Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending SB, SDB, WOSB, HUBZone, and VOSB procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (<http://www.sba.gov/>) and other SBA and Federal agency resources; and 5) Conducting market surveys to identify new sources, to include, accessing the NIH e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>).
- b. Internal efforts to guide and encourage purchasing personnel:
 - 1) Conducting workshops, seminars, and training programs;
 - 2) Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone, and VOSB source lists, guides, and other data for soliciting subcontractors; and
 - 3) Monitoring activities to evaluate compliance with the subcontracting plan.

c. Additional efforts:

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 offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6(c).)

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 show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report, if applicable, (required only for contracts containing the clause 52.219-25) and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF-294	4/30
Apr 1 - Sept 30	SF-294	10/30
Oct 1 - Sept 30	SF-295	10/30
Contract Completion	OF-312	30 days after completion

Special instructions for commercial plan: SF-295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

Report forms are posted at <http://sbo.od.nih.gov> under "Forms."

- a. Submit SF-294 to cognizant Awarding Contracting Officer.
- b. Submit Optional Form 312, (OF-312), if applicable, to cognizant Awarding Contracting Officer.
- c. Submit SF-295 to cognizant Awarding Contracting Officer and to the:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
200 Independence Avenue, SW
Humphrey H. Building, Room 517-D
Washington, D.C. 20201

- d. Submit "information" copy of the SF-295 and the SF-294 upon request to the SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

7. Record keeping

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, and VOSB source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, and VOSB 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, and/or VOSB 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 item is not required on a *contract – by – contract basis* for company or division-wide commercial plans.)
- g. Additional records: _____

SIGNATURE PAGE
(applies to Master or Commercial type plans)

This master or commercial type subcontracting plan is submitted by:

Contractor: CHIMP HAVEN, INC.

Contractor Signature: *Linda Brent*

Typed Name: Linda Brent, Ph.D.

Title: President

Date Prepared: 8/21/02

And Is Accepted By:

Agency: National Institutes of Health, NHLBI

Contracting Officer Signature: *Kathleen J. Marsden*

Typed Name: Kathleen J. Marsden

Date: 8/30/02

HHSAR 352.223-70 SAFETY AND HEALTH (JANUARY 2001)

- (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 the contract. These laws are implemented and/or enforced by the Environmental Protection Agency, Occupational Safety and Health Administration and other agencies at the Federal, State and local levels (Federal, State and local regulatory/enforcement agencies).
- (b) Further, the Contractor shall take or cause to be taken additional safety measures as the Contracting Officer in conjunction with the project or other appropriate officer, 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, an equitable adjustment will be made 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; and/or damage to property incidental to work performed under the contract and all violations for which the Contractor has been cited by any Federal, State or local regulatory/enforcement agency. The report 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 promptly 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 stop work order shall be subject to a claim for extension of time 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 operations. Compliance with the provisions of this clause by subcontractors will be the responsibility of the Contractor.

(End of clause)

PROCUREMENT OF CERTAIN EQUIPMENT

Notwithstanding any other clause in this contract, the Contractor will not be reimbursed for the purchase, lease, or rental of any item of equipment listed in the following Federal Supply Groups, regardless of the dollar value, without the prior written approval of the Contracting Officer.

- 67 - Photographic Equipment
- 69 - Training Aids and Devices
- 70 - General Purpose ADPEquipment, Software, Supplies and Support (Excluding 7045-ADP Supplies and Support Equipment.).
- 71 - Furniture
- 72 - Household and Commercial Furnishings and Appliances
- 74 - Office Machines and Visible Record Equipment
- 77 - Musical Instruments, Phonographs, and Home-type Radios
- 78 - Recreational and Athletic Equipment

When equipment in these Federal Supply Groups is requested by the Contractor and determined essential by the Contracting Officer, the Government will endeavor to fulfill the requirement with equipment available from its excess personal property sources, provided the request is made under a contract. Extensions or renewals of approved existing leases or rentals for equipment in these Federal Supply Groups are excluded from the provisions of this article.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2235
Revision No.: 22
Date of Last Revision: 05/29/2002

States: Arkansas, Louisiana, Texas

Area: Arkansas Counties of Columbia, Hempstead, Howard, Lafayette, Little River, Miller, Nevada, Sevier
Louisiana Parishes of Bienville, Bossier, Caddo, Claiborne, De Soto, East Carroll, Jackson, Lincoln, Madison,
Morehouse, Ouachita, Red River, Richland, Union, Webster, West Carroll
Texas Counties of Bowie, Camp, Cass, Cherokee, Franklin, Gregg, Harrison, Marion, Morris, Panola, Red
River, Rusk, Titus, Upshur

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

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.25
Accounting Clerk II	11.30
Accounting Clerk III	13.90
Accounting Clerk IV	15.41
Court Reporter	17.04
Dispatcher, Motor Vehicle	14.23
Document Preparation Clerk	9.39
Duplicating Machine Operator	9.39
Film/Tape Librarian	10.13
General Clerk I	8.46
General Clerk II	9.52
General Clerk III	10.88
General Clerk IV	12.09
Housing Referral Assistant	13.54
Key Entry Operator I	9.85
Key Entry Operator II	10.75
Messenger (Courier)	7.63
Order Clerk I	9.48
Order Clerk II	11.18
Personnel Assistant (Employment) I	11.35
Personnel Assistant (Employment) II	12.88
Personnel Assistant (Employment) III	13.97
Personnel Assistant (Employment) IV	15.66
Production Control Clerk	13.54
Rental Clerk	10.13
Scheduler, Maintenance	10.13
Secretary I	10.13
Secretary II	12.08
Secretary III	13.54
Secretary IV	15.02

Secretary V	16.67
Service Order Dispatcher	11.94
Stenographer I	13.10
Stenographer II	14.23
Supply Technician	14.52
Survey Worker (Interviewer)	12.63
Switchboard Operator-Receptionist	8.40
Test Examiner	12.08
Test Proctor	12.08
Travel Clerk I	8.56
Travel Clerk II	9.06
Travel Clerk III	9.51
Word Processor I	8.90
Word Processor II	10.99
Word Processor III	12.20

Automatic Data Processing Occupations

Computer Data Librarian	9.08
Computer Operator I	11.48
Computer Operator II	13.68
Computer Operator III	17.28
Computer Operator IV	18.47
Computer Operator V	20.16
Computer Programmer I (1)	15.06
Computer Programmer II (1)	17.45
Computer Programmer III (1)	23.25
Computer Programmer IV (1)	25.33
Computer Systems Analyst I (1)	23.68
Computer Systems Analyst II (1)	27.61
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.54

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	19.01
Automotive Glass Installer	16.26
Automotive Worker	16.26
Electrician, Automotive	18.06
Mobile Equipment Servicer	14.83
Motor Equipment Metal Mechanic	19.01
Motor Equipment Metal Worker	16.26
Motor Vehicle Mechanic	19.01
Motor Vehicle Mechanic Helper	13.88
Motor Vehicle Upholstery Worker	15.97
Motor Vehicle Wrecker	16.26
Painter, Automotive	18.06
Radiator Repair Specialist	16.26
Tire Repairer	14.33
Transmission Repair Specialist	19.01

Food Preparation and Service Occupations

Baker	8.62
Cook I	7.55
Cook II	8.62
Dishwasher	6.06
Food Service Worker	6.69
Meat Cutter	11.58
Waiter/Waitress	6.45

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	18.06
Furniture Handler	11.41
Furniture Refinisher	18.06
Furniture Refinisher Helper	13.88
Furniture Repairer, Minor	15.97
Upholsterer	18.06

General Services and Support Occupations

Cleaner, Vehicles	7.52
Elevator Operator	6.84
Gardener	10.82
House Keeping Aid I	6.37
House Keeping Aid II	7.58
Janitor	6.84
Laborer, Grounds Maintenance	8.23
Maid or Houseman	6.37
Pest Controller	11.81
Refuse Collector	7.05
Tractor Operator	10.05
Window Cleaner	7.38

Health Occupations

Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.02
Licensed Practical Nurse I	9.53
Licensed Practical Nurse II	10.71
Licensed Practical Nurse III	11.98
Medical Assistant	9.98
Medical Laboratory Technician	11.93
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	11.01
Registered Nurse I	13.86

Registered Nurse II	17.28
Registered Nurse II, Specialist	19.46
Registered Nurse III	20.53
Registered Nurse III, Anesthetist	20.53
Registered Nurse IV	24.59

Information and Arts Occupations

Audiovisual Librarian	16.52
Exhibits Specialist I	16.05
Exhibits Specialist II	20.65
Exhibits Specialist III	22.47
Illustrator I	16.05
Illustrator II	20.65
Illustrator III	22.47
Librarian	16.67
Library Technician	11.73
Photographer I	12.26
Photographer II	14.59
Photographer III	18.77
Photographer IV	20.43
Photographer V	24.61

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	6.75
Counter Attendant	6.75
Dry Cleaner	7.11
Finisher, Flatwork, Machine	6.75
Presser, Hand	6.75
Presser, Machine, Drycleaning	6.75
Presser, Machine, Shirts	6.75
Presser, Machine, Wearing Apparel, Laundry	6.75
Sewing Machine Operator	8.21
Tailor	8.67
Washer, Machine	7.07

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)	18.06
Tool and Die Maker	22.69

Material Handling and Packing Occupations

Forklift Operator	13.22
Fuel Distribution System Operator	17.06
Material Coordinator	15.20
Material Expediter	15.20
Material Handling Laborer	11.80
Order Filler	10.14
Production Line Worker (Food Processing)	13.22
Shipping Packer	11.59
Shipping/Receiving Clerk	11.59

Stock Clerk (Shelf Stocker; Store Worker II)	11.26
Store Worker I	9.39
Tools and Parts Attendant	13.22
Warehouse Specialist	13.22

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	19.24
Aircraft Mechanic Helper	13.88
Aircraft Quality Control Inspector	19.97
Aircraft Servicer	15.97
Aircraft Worker	16.92
Appliance Mechanic	18.06
Bicycle Repairer	14.33
Cable Splicer	19.79
Carpenter, Maintenance	18.06
Carpet Layer	16.92
Electrician, Maintenance	19.01
Electronics Technician, Maintenance I	18.24
Electronics Technician, Maintenance II	21.67
Electronics Technician, Maintenance III	23.94
Fabric Worker	15.97
Fire Alarm System Mechanic	19.01
Fire Extinguisher Repairer	14.83
Fuel Distribution System Mechanic	19.01
General Maintenance Worker	16.26
Heating, Refrigeration and Air Conditioning Mechanic	19.01
Heavy Equipment Mechanic	19.01
Heavy Equipment Operator	19.01
Instrument Mechanic	19.01
Laborer	8.38
Locksmith	18.06
Machinery Maintenance Mechanic	19.01
Machinist, Maintenance	19.01
Maintenance Trades Helper	13.88
Millwright	19.01
Office Appliance Repairer	18.06
Painter, Aircraft	18.06
Painter, Maintenance	18.06
Pipefitter, Maintenance	19.01
Plumber, Maintenance	18.06
Pneudraulic Systems Mechanic	19.01
Rigger	19.01
Scale Mechanic	16.92
Sheet-Metal Worker, Maintenance	19.01
Small Engine Mechanic	16.92
Telecommunication Mechanic I	19.01
Telecommunication Mechanic II	19.97
Telephone Lineman	19.01
Welder, Combination, Maintenance	19.01

Well Driller	19.01
Woodcraft Worker	19.01
Woodworker	14.83

Miscellaneous Occupations

Animal Caretaker	9.26
Carnival Equipment Operator	9.42
Carnival Equipment Repairer	10.16
Carnival Worker	6.90
Cashier	7.05
Desk Clerk	8.63
Embalmer	17.93
Lifeguard	9.42
Mortician	16.57
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.42
Recreation Specialist	11.98
Recycling Worker	9.23
Sales Clerk	9.37
School Crossing Guard (Crosswalk Attendant)	6.13
Sport Official	9.42
Survey Party Chief (Chief of Party)	17.37
Surveying Aide	11.32
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.52
Swimming Pool Operator	9.48
Vending Machine Attendant	8.83
Vending Machine Repairer	10.91
Vending Machine Repairer Helper	8.83

Personal Needs Occupations

Child Care Attendant	8.63
Child Care Center Clerk	10.76
Chore Aid	6.39
Homemaker	12.49

Plant and System Operation Occupations

Boiler Tender	20.91
Sewage Plant Operator	19.87
Stationary Engineer	23.24
Ventilation Equipment Tender	13.88
Water Treatment Plant Operator	18.06

Protective Service Occupations

Alarm Monitor	8.80
Corrections Officer	11.87
Court Security Officer	12.33
Detention Officer	11.87
Firefighter	11.86
Guard I	7.44

Guard II	12.24
Police Officer	14.75
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	18.70
Hatch Tender	16.26
Line Handler	16.26
Stevedore I	15.33
Stevedore II	17.32
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	14.87
Archeological Technician II	16.72
Archeological Technician III	20.65
Cartographic Technician	21.59
Civil Engineering Technician	18.77
Computer Based Training (CBT) Specialist/ Instructor	25.00
Drafter I	11.90
Drafter II	13.49
Drafter III	16.05
Drafter IV	20.65
Engineering Technician I	10.92
Engineering Technician II	14.37
Engineering Technician III	17.69
Engineering Technician IV	21.21
Engineering Technician V	25.03
Engineering Technician VI	28.09
Environmental Technician	20.65
Flight Simulator/Instructor (Pilot)	27.61
Graphic Artist	18.90
Instructor	17.27
Laboratory Technician	15.03
Mathematical Technician	20.65
Paralegal/Legal Assistant I	12.66
Paralegal/Legal Assistant II	15.74
Paralegal/Legal Assistant III	19.22
Paralegal/Legal Assistant IV	23.25
Photooptics Technician	20.65
Technical Writer	22.85
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	15.03
Weather Observer, Senior (3)	16.05

Weather Observer, Upper Air (3)	15.03
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Transportation/ Mobile Equipment Operation Occupations

Bus Driver	14.20
Parking and Lot Attendant	7.48
Shuttle Bus Driver	11.73
Taxi Driver	9.69
Truckdriver, Heavy Truck	15.39
Truckdriver, Light Truck	10.66
Truckdriver, Medium Truck	15.11
Truckdriver, Tractor-Trailer	15.39

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **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 regrading 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

GOVERNMENT PROPERTY - SCHEDULE I-A

August 27, 2002

<u>Item</u>	<u>Cost</u>
Portable Office Building (Year 1)	\$82,548.00
Dell Computer System (Qty: 16)	\$30,548.00
HP Laser Printer	\$2,078.00
Veterinary Equipment	\$54,712.00
<ul style="list-style-type: none"> Anesthesia Machine Highland Medical Equipment Floor Stand (One in Year 2) Brinkman/Tuttnauer Tebletop Autoclave (One in Year 2, Replacement in Year 8) Cavitron Select SPS Ultrasonic Scaler (One in Year 2, Replacement in Year 8) Revco - 70 degrees freezer (One in Year 2) Power Tracker II Microchip Scanner (Two in Year 2, One replacement in Year 8) Encore 202 ECG, noninvasive BP, Temperature Monitor with Printer and Pulse Oximeter (One in Year 2) Back Saver Lift Table, for each treatment room (Two in Year 2) Exam/Diagnostic Light, Ceiling Mount, for each treatment room (Two in Year 2) Class II Biohazard Safety Cabinet, UV Lamp (One in Year 2) 	
Cleaning Equipment	\$3,342.00

NIH POLICY MANUAL

3044-2 - PROTECTION OF NIH PERSONNEL WHO WORK WITH NONHUMAN PRIMATES

Issuing Office: OD/OIR 496-4920

Release Date: 02/09/93

1. **Explanation of Material Transmitted:** This chapter outlines the policy for protection of National Institutes of Health (NIH) personnel who work with or around nonhuman primates. Requirements are established for training, supervision, use of personal protective equipment, medical surveillance, accident reporting, and wound care.

2. **Filing Instructions:**

Remove: NONE

Insert: NIH Manual Chapter 3044-2 dated: 02/09/93

3. **Distribution:** NIH Manual Mailing Keys F-401 and F-405

PLEASE NOTE: For information on:

- Content of this chapter, contact the issuing office listed above.
- On-line information, enter this URL: <http://www3.od.nih.gov/oma/manualchapters/>
- To sign up for e-mail notification of future changes, please go to the NIH Manual Chapters LISTSERV Web page.

A. Purpose:

Established under this chapter is the NIH policy for protection of NIH personnel who work with or around nonhuman primates. The policy describes the requirements for training, supervision, compliance, personal protective equipment, medical surveillance, accident reporting, and wound care. The intent of this policy is to minimize the overall number of injuries, specifically bites and scratches, sustained by NIH employees, special volunteers, and visitors who work with nonhuman primates or enter nonhuman primate rooms. Contractors engaging in activities with nonhuman primates must have a program in place with policies and procedures equivalent to the program described herein. Project Officers for such contracts shall ensure that all contracts contain the equivalent components.

B. Policy and Procedures:

Training. Each individual regularly entering a nonhuman primate room shall have received introductory training prior to entry. Transient visitors will be supervised by someone with appropriate training. Those individuals having hands-on interaction with nonhuman primates must also have additional training in approaching and handling nonhuman primates. Certification by the first line supervisor that a basic level of performance has been achieved is required. The Training Coordinator, Office of Animal Care and Use (OACU/OD), is responsible for the development and management of the program for training intramural personnel to work safely and humanely with nonhuman primates.

Supervision and Compliance. All NIH employees, including special volunteers, guest workers, visitors, and contract personnel shall comply with procedures set forth in this policy statement. Immediate supervisors are responsible for ensuring that their employees

follow established policy. Corrective action shall be taken by the immediate supervisor for failure to comply with the provisions of this policy.

Continued failure to comply with requirements set forth in this policy shall be reported to the Scientific Director and/or Institute Director and may result in suspension of the privilege to use nonhuman primates in research protocols or other disciplinary action. The Institutional Official for Animal Welfare Assurance (i.e., Deputy Director for Intramural Research) shall be informed of such infractions and disciplinary actions taken.

Personal Protective Equipment. All individuals entering a nonhuman primate room must wear appropriate personal protective clothing and equipment which meets or exceeds the guidance established by the NIH Animal Research Advisory Committee (ARAC) (Appendix 1). Guidance on the selection and use of personal protective equipment for selected protocols will be provided upon request, by the Occupational Safety and Health Branch, Division of Safety (OSHB, DS). The NIH Institutional Biosafety Committee (NIH IBC) shall advise on appropriate protective measures, as needed, at the request of the Division of Safety. Individuals participating in protocols involving infectious disease agents must meet or exceed practices and procedures recommended in the CDC/NIH publication entitled *Biosafety in Microbiological and Biomedical Laboratories* and any additional stipulations placed on the protocol by the NIH IBC. Copies of THE CDC/NIH publication may be obtained by calling 496-2346. All support personnel, who have not been appropriately trained, (e.g. building engineers, pest controllers, safety and health personnel, etc.) entering nonhuman primate rooms must be accompanied by a responsible facility staff member who is knowledgeable in the behavior and handling of nonhuman primates.

Medical Surveillance. All persons having direct contact with nonhuman primates in the course of conducting research and all persons providing care must participate in the NIH Animal Exposure Surveillance Program (AESP). Transient visitors, who are required to enter a room housing nonhuman primates but do not have direct contact with the animals, are not required to participate in the AESP but are to wear single-use dust/mist masks in addition to other required protective clothing. All contractor employees having direct contact with nonhuman primates must participate in an AESP that is equivalent to that of the NIH and which shall be provided by their employer.

Accident Reporting. All accidents and injuries involving animals, animal wastes, or potentially contaminated equipment must be reported promptly to the first-line supervisor. An individual who sustains any injury must report to the Occupational Medical Service (OMS) as soon as possible. The Division of Safety will regularly review accident/injury reports and make accident information available to the Training Coordinator, OACU, who will ensure that training will address identified problem areas.

Wound Care. Each nonhuman primate facility manager or ICD veterinarian, as applicable, is responsible for maintaining an adequately stocked wound care kit. The kit includes materials for culturing a wound, inflicted by a nonhuman primate, for Herpesvirus simiae also known as Monkey B virus. The wound care kit must be located in an easily accessible area, and instructions for culturing wounds, first aid, and reporting to OMS must be prominently displayed. The facility manager or veterinarian, as applicable, is responsible for informing all research and animal care staff of the location of the wound care kit. The procedures to be followed in the event of a nonhuman primate bite or scratch are described in the NIH Animal Exposure Surveillance Program (AESP).

C. Additional Information:

For further information on this manual chapter, contact the NIH Office of Animal Care and Use (496-5424).

D. Additional Copies:

Copies of this manual chapter may be obtained by completing Form NIH 414-5 and submitting it to the P&RB, DSS, ORS, in Bldg 31, Room B4BN08.

Please see paper copy for appendix information.

MANUAL CHAPTERS
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SEARCH

UPDATE

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HOME PAGE

Last Updated: 12/13/99

NIH

TECHNICAL PROPOSAL FOR

"Operation and Maintenance of a Sanctuary to Provide Lifetime Care for Chimpanzees"

RFP No. NHLBI-RR-P-01-759

Chimp Haven Proposal No. 01-001
November 28, 2001

Prepared for:

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Unless disclosure is required by the Freedom of Information Act, 5 U.S.C 552, as amended (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of information pursuant to requests under the Act. The data subject to this restriction are contained in pages 1-45, and appendices C through G, L, M, P, Q, S, U, V, W, X, Y.

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1. STATEMENT OF WORK

1.1. OBJECTIVES

1.1.1. Overall Objectives

Chimp Haven, Inc. will establish and operate a system of sanctuaries whose primary purpose is to provide quality, lifetime care for chimpanzees used, or bred or purchased for use, by the federal government, or other chimpanzees accepted into the sanctuary system, that are surplus to research needs as outlined in the Chimpanzee Health Improvement, Maintenance and Protection (CHIMP) Act (P.L. 106-551). Chimp Haven outlines in this proposal its plans and abilities to house and care for 200-900 chimpanzees, working in cooperation with the National Center for Research Resources (NCRR) of the National Institutes of Health (NIH) and under applicable federal, state and local regulations, laws and guidelines. Chimp Haven has a high level of expertise in the care, welfare and management of chimpanzees. This professionalism, coupled with support from diverse organizations and individuals, are characteristics unique to Chimp Haven that will ensure the successful implementation of the contract.

1.1.2. Rationale and Plan

Chimp Haven was formed with several key principles for the successful operation of chimpanzee sanctuaries. The sanctuary system will be cost effective in terms of construction and operation. The chimpanzees transferred to the sanctuary will be provided with the highest level of care, welfare and housing to enhance and preserve their health and well-being throughout their lives. Chimp Haven will meet these two goals by establishing large, compatible social groups of chimpanzees in naturalistic enclosures. The habitats will provide appropriate enrichment and social stimulation, while lowering requirements for maintenance and staff effort. Chimp Haven will develop an endowed care plan to ensure that ongoing operations are sustained, an important consideration when managing a long-lived species such as the chimpanzee. Expertise in chimpanzee care and management is necessary for the appropriate, safe operation of the sanctuary. This is especially true for the care of chimpanzees previously used in research. A sanctuary system dedicated to providing lifetime care solely for chimpanzees avoids the pitfalls common in many wildlife sanctuaries, such as the lack of species-specific expertise and professional personnel to care for the chimpanzees, and liabilities and technical difficulties created in caring for multiple species.

In order to accomplish the goals set out in the CHIMP Act and implemented by the NIH, Chimp Haven submits the following plan:

- ☐ Chimp Haven will construct and operate a sanctuary in Caddo Parish near Shreveport, Louisiana that will initially house 200 chimpanzees. Future expansion at this site will ultimately house 300 chimpanzees. At least two other sites (owned by Chimp Haven or subcontracted to other sanctuaries) will accommodate groups of 75 or more chimpanzees, as NIH determines that need, for a maximum of 900 chimpanzees.
- ☐ The facilities will house individuals and small or large social groups, depending on the needs of the chimpanzees. Rehabilitation and group formation areas will safely and effectively introduce animals to one another. This will facilitate the learning of social skills by the chimpanzees and allow staff to create groups that will be compatible and manageable. Separate housing and support facilities are designed for approximately half of the resident chimpanzees who have previously been exposed to infectious agents, or research "veteran" chimpanzees. All animals will be managed in compliance with all applicable standards and guidelines.

- ❑ Chimp Haven will provide for the health and well-being of the chimpanzees and the staff, the complete administrative support for the facility and oversight by the Board of Directors. Veterinary and husbandry services will be provided to the chimpanzees 24 hours a day, 7 days a week, 365 days a year. Reports will be furnished to the NIH as required.
- ❑ Chimp Haven will be responsible for the selection, certification, assessment, supervision, management and control of employees in support of the sanctuary system.
- ❑ Chimp Haven will provide the highest standards of care and welfare for the chimpanzees and safety of the staff. Chimp Haven will operate the sanctuary system according to all provisions of the CHIMP Act, the requirements set forth in the RFP as outlined here, and all applicable federal, state and local regulations and laws, including the Animal Welfare Act (CRF Title 9, Chapter 1, Subchapter A, Parts 1,2 & 3). Chimp Haven will also comply with provisions of "The Guide for the Care and Use of Laboratory Animals"(ILAR, NRC , 1996); the "PHS Policy on Humane Care and Use of Laboratory Animals" (OPRR, 1996); "The Psychological Well-Being of Nonhuman Primates" (ILAR, 1998); "Biosafety in Microbiological and Biomedical Laboratories" (CDC, 4th Edition, 1999); "U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training" (OPRR, 1996); "Chimpanzees in Research, Strategies for their Ethical Care, Management and Use" (NRC, 1997); the 2000 "Report of the AVMA Panel on Euthanasia" (JAVMA 218(2):669-696, 2001); the "Bloodborne Pathogen Standard" (29 CFR 1910.1030); and "Occupational Health and Safety in the Care and Use of Research Animals" (NRC, 1997).
- ❑ Chimp Haven will apply for accreditation by the Association for Assessment and Accreditation of Laboratory Animal Care, International (AAALAC, Int.) and the American Zoo and Aquarium Association.
- ❑ Chimp Haven will submit one or more C06 Construction Grant applications for the construction of the facility to house the chimpanzees transferred to the sanctuary system.
- ❑ Chimp Haven will provide the necessary organizational structure and matching funds as required by the CHIMP Act and outlined in the RFP. Local and national fundraising and public awareness programs are planned to ensure the continued financial stability of the institution.
- ❑ In cooperation with the NIH, Chimp Haven will help to revise the draft Standards of Care.

1.1.3. Background

1.1.3.1. Organizational History

Chimp Haven, Inc. is an independent nonprofit organization established under Section 501(c)(3) of the Internal Revenue Service Code to provide humane care for chimpanzees no longer needed in research, entertainment or as pets. Concerned professionals formed Chimp Haven in 1995 in recognition of the need for long-term, cost-effective housing for the growing surplus research chimpanzee population. Our goal was to design, construct and operate a network of optimal facilities that provide an enriched, stimulating and social environment for chimpanzees. Chimp Haven's Board of Directors, Advisory Board and associated professionals represent the country's experts in the care and management of captive chimpanzees. Because of its expertise, Chimp Haven has gained the broad support of diverse groups and individuals representing the animal welfare, chimpanzee management, laboratory animal medicine, accreditation, biohazards, zoological, behavioral primatology, and business communities. Significantly, Chimp Haven has the most expertise and experience in addressing the unique requirements for the care, welfare and housing of chimpanzees who have been exposed to infectious agents.

In fulfilling its mission, Chimp Haven's Board of Directors outlined the following goals for a new model of care for surplus chimpanzees:

- Provide a permanent home for chimpanzees to live out their lives in large, naturalistic enclosures and in complex social groups.
- Construct facilities designed to provide opportunities for educational programs and noninvasive behavioral and management research studies.
- Develop facilities that can operate at a lower cost than traditional laboratory facilities as a result of an innovative, inexpensive and cost-effective low-maintenance facility design.
- Develop an endowment plan for the lifelong care of each chimpanzee.
- Provide an organization based on the expertise of concerned professionals who specialize in chimpanzee care, welfare and management.

Chimp Haven, Inc. was incorporated in the state of Texas in 1995 to execute this new model of sanctuary care. Chimp Haven is operated solely for charitable, educational and scientific purposes as required under section 501(c)(3) of the Internal Revenue Code for tax-exempt organizations. See Appendix A for Organizational Documents and Appendix B for By-Laws.

Since its incorporation, Chimp Haven has become an established organization, ready to meet the challenge of caring for the nation's surplus chimpanzees. In May 1999, Chimp Haven was donated 200 acres of land near Shreveport, Louisiana by the Caddo Parish Commission specifically as a location to build the first sanctuary. Chimp Haven's acreage lies within the boundaries of a 1,200-acre nature park, in an ideal ecological location for chimpanzees (see Appendix C, Area Location Map). The community enthusiastically supports our plans for a chimpanzee sanctuary. With the input of chimpanzee experts and architects, the organization has developed a cost-effective sanctuary design for the Shreveport site that will provide the optimal setting to facilitate chimpanzee socialization, rehabilitation and long-term care. Chimp Haven's chimpanzee residents will have opportunities to express species-typical behaviors, such as nest-building, tool-use, extensive day ranges, variable and naturalistic diets, and choices concerning rates and nature of social interaction.

Chimp Haven will accomplish its mission by creating and operating a network of sanctuaries for chimpanzees. Designs for the first phase of construction at the Louisiana site will provide housing for approximately 200 chimpanzees, half of whom have been previously used in infectious disease research. In addition to spacious indoor dens and large, naturalistic outdoor enclosures for the research naïve and veteran chimpanzees, the construction plans include the provision of administrative and support space; facilities for animal quarantine, treatment and observation; utilities; and an education and training center. The Louisiana site will ultimately accommodate 300 chimpanzees, with adequate room for this future expansion. We are evaluating plans for additional sanctuaries, probably in Georgia and Texas, in order to responsibly accommodate additional surplus chimpanzees.

Providing for the lifetime care of the chimpanzees is another objective of Chimp Haven. As many chimpanzees can easily outlive their keepers, it is crucial that they only be transferred from the research setting to the sanctuary setting under the care of a strong, stable organization having the means to provide lifetime care. Unlike many existing wild animal sanctuaries, Chimp Haven will not accept chimpanzees until it has the necessary resources to provide for the lifetime needs of the individual.

1.1.3.2. Educational and Research Objectives

Chimp Haven's primary purpose is to provide superior care for chimpanzees. However, this is not a static objective but rather a dynamic process of striving toward improvement. To offer the most appropriate housing and management conditions to the chimpanzees at Chimp Haven and elsewhere, it is necessary to increase and share our knowledge about this endangered species. This can only be accomplished by encouraging educational and appropriate research opportunities.

Applied management research can improve the living environment of captive chimpanzees by helping to determine which conditions are optimal for the expression of species-typical behaviors. These determinations will provide a concrete basis for guiding management decisions at Chimp Haven. We anticipate many opportunities for future observational research programs that will enhance our knowledge about the behavior and management of this important species. Students of anthropology, zoology and psychology from local or national universities will have the opportunity to study the behavior and socialization of the chimpanzees. Information obtained from such studies will be shared with others through newsletters and peer-reviewed journal articles, so that improvements may be implemented for chimpanzees at other facilities as well and the impact of this research can be maximized.

All research protocols will require prior approval of the Chimp Haven IACUC. Financial support for any research programs will be sought from sources other than this contract. Only research that does not impinge on the chimpanzees' daily life, such as noninvasive, observational studies or samples collected during routine physical examinations, will be permitted at the sanctuary. Chimpanzees will not undergo additional anesthetic risks to obtain biological samples, although the results of necropsies of animals that die of natural causes will be available to investigators, as outlined in the CHIMP Act. Invasive procedures (such as some medical treatments, obtaining biological samples for diagnosing illness, and surgery) will only be completed when in the best interest of the health of the chimpanzee as part of Chimp Haven's plan for adequate and competent clinical management. The organization recognizes that the distinction between research and clinical management may be unclear at times, and Chimp Haven will work with the NIH to develop policy statements if necessary.

Public education is another area of focus for Chimp Haven. Due to the lack of accurate information on chimpanzees available to the general public, Chimp Haven can play an important role by providing educational material and educational programs to enhance public knowledge about chimpanzees. Information on the uniqueness, intelligence and special needs of chimpanzees will be shared through educational seminars, classes or workshops for schools and civic groups. Programs have already been developed and implemented to serve students throughout the United States from grade school through graduate programs. Observation of the chimpanzees in a naturalistic enclosure and detailed explanation of the life and habits of chimpanzees can forge a better understanding and appreciation for our closest animal relative. Ultimately, this understanding may translate into an interest in conservation and protection of this endangered species as well as instill a respect for the similarities and differences from humans.

1.1.3.3. Strength of Organization

Chimp Haven is recognized by the research community, zoological institutions and animal welfare organizations as the leader in the national effort to provide a model sanctuary for the life long care of chimpanzees, especially those coming from the research setting (see Appendix D, Letters of Support). Our organization's expertise in chimpanzee care and management is unrivalled (see sections 1.1.3.4., 1.2.1.1.). Chimp Haven is poised to move forward efficiently and rapidly: we have title to the land on which to build the sanctuary; the designs for the facility; and the required

matching funds for construction (see section 1.2.1.2.). Chimp Haven offers the most credible option for the implementation of the CHIMP Act and is eager to work with the NCRR to address the need for long-term housing of chimpanzees in the most timely and professional manner.

Chimp Haven has already invested and raised ~~(\$1.5M)~~ toward the establishment of the sanctuary system. In addition, we have developed the contacts and organizational structure for a successful fundraising campaign. Our success in raising funds has been exceptional, given that we do not yet have an existing facility, chimpanzee residents or a staff. We already have ~~10~~ donors. Our fundraising ability will greatly increase once we have begun construction on the facility (see Appendix G for Fundraising Plan).

1.1.3.4. Nonhuman Primate Management Experience and Stability

Chimp Haven's leadership includes many of the world's experts in chimpanzee care, behavior, veterinary medicine, research, biology and rehabilitation. Collectively, the Boards consist of individuals with over 347 years of experience with chimpanzees. The Chimp Haven Board of Directors is chaired by Linda Brent, Ph.D., a primatologist specializing in chimpanzee behavior. She has a unique perspective on chimpanzee management and care well suited to Chimp Haven's needs, having worked with captive chimpanzees at the Southwest Foundation for Biomedical Research for 14 years, as well as having conducted research at the Gombe National Park in Tanzania on wild infant chimpanzee development. Other members of the Executive Committee include Thomas Butler, D.V.M., M.S., a primate veterinarian with over 35 years of professional experience caring for chimpanzees, especially infectious animals. Mollie Bloomsmith, Ph.D., is an experimental psychologist who has specialized in behavioral management for chimpanzees. She has worked at the UTMD Anderson Cancer Center and currently has a joint appointment at Yerkes Regional Primate Research Center and Zoo Atlanta. Lee Lytton, J.D., is a professor of law at St. Mary's University, San Antonio, TX, who has long been concerned with animal welfare issues, having served as the non-affiliated member of an IACUC for over ten years. Linda Koebner is Executive Director of Chimp Haven. She established one of the first groups of laboratory chimpanzees in a sanctuary setting in 1973 and since then has gained expertise in nonprofit administration, working in zoos and museums. The expertise of our Board of Directors is evident in the many peer-reviewed publications they have produced (see Appendix E for resumes of board members). These publications cover all aspects of chimpanzee care and management, as well as primary research studies.

In addition to our capable Board of Directors, Chimp Haven also relies on the input and advice of an Advisory Board, whose members have particular expertise. The Advisory Board includes one of the world's experts in great ape enclosure design (Jon Coe, ASL), a primate demographer with extensive experience in developing nonhuman primate life tables and estimating long-term care expenses for chimpanzees based on demographic projections (Bennett Dyke, Ph.D.), and the directors of two chimpanzee research facilities (Michale Keeling, D.V.M., of the UTMD Anderson Cancer Center and Jo Fritz, of the Primate Foundation of Arizona).

A Leadership Council was formed in 2000 to represent the local Shreveport community. This committee is made up of interested community leaders, business people, educators and citizens whose goal is to build awareness and support for the Chimp Haven facility. Ms. Virginia Shehee, a businesswoman of Shreveport, LA and former State Senator, serves as a member of the Board of Directors, representing the local Shreveport community.

The Chimp Haven Partners are organizations or societies that support the mission and goals of Chimp Haven. These organizations assist Chimp Haven financially as well as offering expert advice on business matters, finances, investments, fundraising and organizational structure.

1.1.3.5. Working with Diverse Groups

A hallmark of Chimp Haven is its diversity in leadership and support. Since its inception, Chimp Haven has been dedicated to encouraging a variety of viewpoints from all parties or individuals interested in the retirement of chimpanzees. It has quickly become an organization built on the ideas and input of a wide variety of individuals. Although supported by many organizations, it is independent and not formally linked to any other entity. The Board of Directors and Advisory Board include representatives of the primatological, veterinary medicine, pharmaceutical, animal protection, zoological and business communities. The cooperation of such a diverse group of individuals, with different philosophical viewpoints, demonstrates the importance of the surplus chimpanzee issue and the strength of this organization. This broad base of support and assistance ensures Chimp Haven's success. Its mission will be realized by working cooperatively with the NIH and other interested parties toward the ultimate goal of providing long term care for chimpanzees no longer needed for other purposes.

Chimp Haven has benefited by its association with diverse organizations. For example, by being included in a mailing to .

Organization
Chimp Haven has greatly increased public awareness of Chimp Haven and simultaneously increased its donor base and income. Leading pharmaceutical companies, Pharmaceutical
Companies have provided operational funds. Chimp Haven has been able to successfully synthesize the viewpoints of such organizations by focusing on solving the problem of surplus chimpanzees. This approach encourages credibility and builds a solid institution and broad base of support.

Chimp Haven's strong involvement with a diverse group of organizations has also resulted in active education and research programs. Students of Dr. William McGrew at Miami University in Ohio have collaborated with professors at Louisiana State University in Shreveport to study the vegetation on the Chimp Haven property. The plant survey will continue once the facility is open. Noninvasive behavioral and management studies of chimpanzee socialization, stress associated with relocation and cultural traditions are planned. Chimp Haven and the American Zoo and Aquarium (AZA) Chimpanzee Species Survival Plan (SSP) committee have created an educational workbook on chimpanzees, currently in use in grammar schools. Board Members have consulted on the care and management of chimpanzees, and a public lecture program has been initiated in Shreveport, with lectures already presented by Dr. Frans de Waal and Dr. William McGrew, both internationally recognized experts on chimpanzee behavior. Discussions are underway to develop joint activities with museums, civic organizations and schools for children of all ages, both locally in Shreveport as well as nationally.

1.2. APPROACH

To provide the highest level of service to the NIH in fulfillment of the contract, Chimp Haven will draw on the expertise of its leadership, supporters, staff and contacts to establish and operate a system of sanctuaries for chimpanzees. Several assumptions were necessarily made in the planning process and were based on the best available information.

- The initial number of chimpanzees available for placement into the sanctuary system is assumed to be 200, with approximately half of this number previously exposed to infectious agents and the other half naïve to such infection.

- ❑ Chimpanzees previously exposed to infectious agents are not currently shedding live virus. For ease of review, these chimpanzees are termed “research veterans” in this proposal.
- ❑ The chimpanzees will come from several different research facilities, with varying levels of socialization and rearing histories.

Chimp Haven will accommodate any changes to these assumptions with appropriate modifications in the operational plan once more complete information is available from the NIH.

1.2.1. C.H.I.M.P. Act

As outlined in this proposal, Chimp Haven clearly fulfills all requirements of the CHIMP Act, including the composition and functioning of the Board of Directors. As the awarded contractor, Chimp Haven agrees to all other requirements of the Act or as NIH determines to be appropriate.

1.2.1.1. Governing Board of Directors

Chimp Haven is an established organization with a Board of Directors and Advisory Board. Our board members have expertise in multiple areas, including all areas required by the CHIMP Act. The following lists the numbers of individuals with expertise in these professional areas:

- 7 individuals with expertise in captive chimpanzee management;
- 4 individuals with expertise in animal protection;
- 11 individuals with expertise in behavioral primatology;
- 9 individuals with expertise in business management;
- 5 individuals with expertise in accreditation of animal facilities; and
- 5 individuals with expertise in biohazard containment.

The organization already includes a governing board as outlined in the CHIMP Act, under ‘Requirements’ (2) (A) – (D). The term of service for board members is three years, they serve without compensation, and an Executive Director is on staff. If selected to operate the chimpanzee sanctuary as outlined in the CHIMP Act, Chimp Haven recognizes the importance of, and will adhere to, the other sections listed in the CHIMP Act, including providing non-Federal contributions, standards of care, and providing necropsy reports to appropriate persons [Section 481C (e) (2) (E) – (G)]. As required in the CHIMP Act, ‘Board of Directors’ [Section 481C (e) (3) (A)], Chimp Haven’s board of directors has not more than 13 voting members; includes representation from the six major areas of expertise; has a chair of the board; and none of the members have been individually fined or signed a consent decree for any violation of the Animal Welfare Act. In accordance with Section 481C (e) (3) (B), our board members serve terms with rotating expirations. Vacancies are filled with new members who serve for the remainder of the term of the predecessor.

Removed From Requirement

Chimp Haven looks forward to working cooperatively with the NIH, and does not anticipate any such conflicts. The Chimp Haven Board of Directors will also annually review the sanctuary operation and serve as an advisory body for programmatic issues. The approval of the Board of Directors will be required for facility modernization and non-emergency major repairs.

Chimp Haven clearly fills the requirements of the CHIMP Act in terms of governance. Further, Chimp Haven also meets the intent of the Act to foster and include individuals and organizations representing diverse interests. The Chimp Haven leadership includes individuals from biomedical

research, animal welfare organizations, zoological parks and fieldwork, as well as diverse private sector support. The organization continues to build upon the knowledge of the nation's leading experts in chimpanzee care, and has excellent working relations with all major chimpanzee research laboratories. Individuals and organizations serving on our Boards, Council or Partners are listed below. The areas of expertise, as outlined in the CHIMP Act, are listed for each individual for ease of review. Curriculum vitae for Board Members are provided in Appendix E. Letters of intent are not included as all members currently serve on the Chimp Haven Boards.

Board of Directors

Linda Brent, Ph.D., is President and chairperson of the Board of Directors. She is a behavioral primatologist specializing in chimpanzees. She has been the director of enrichment and behavioral management for the chimpanzees at the Southwest Foundation for Biomedical Research for over 14 years, and has conducted research at the Gombe National Park in Tanzania on wild infant chimpanzee development. She is the editor of the book *The Care and Management of Captive Chimpanzees* published by the American Society of Primatology. Expertise: *captive chimpanzee management, behavioral primatology*

Thomas Butler, D.V.M., M.S., Diplomate, ACLAM, is the Vice President. He is the Chairman of the Department of Laboratory Animal Medicine and director of the chimpanzee colony at the Southwest Foundation for Biomedical Research. Dr. Butler is a nonhuman primate veterinarian with over 35 years of experience with chimpanzees. He worked with the Air Force chimpanzees at Holloman AFB and has designed numerous chimpanzee enclosures. Dr. Butler is board certified in Laboratory Animal Medicine. He was selected as a member of the National Research Council's Committee on the Long-Term Care of Chimpanzees. He is also a former President of the Council on Accreditation, Association for the Assessment and Accreditation of Laboratory Animal Care, International.

Expertise: *captive chimpanzee management, laboratory animal medicine, accreditation of animal facilities, biohazard containment*

Mollie Bloomsmith, Ph.D. is the Secretary. Dr. Bloomsmith is an experimental psychologist specializing in chimpanzee behavioral management. She has over 15 years of experience with chimpanzees at both the U.T.M.D. Anderson Cancer Center and Yerkes Regional Primate Research Center. She is currently the Director of Research at Zoo Atlanta and Affiliate Scientist at Yerkes Regional Primate Research Center. Dr. Bloomsmith is also a research advisor to the AZA Chimpanzee Species Survival Plan.

Expertise: *captive chimpanzee management, behavioral primatology*

Lee Lytton, J.D., is Treasurer and a Professor of Law at St. Mary's University who has served on an institutional animal care and use committee of a laboratory for 10 years. He has experience operating his own company.

Expertise: *business management*

Randy Fulk, Ph.D., is the Director of Research at the North Carolina Zoo. He has worked with chimpanzees for 12 years, and is the coordinator of the national Chimpanzee Species Survival Plan, the group responsible for the care and management of all American Zoo and Aquarium - accredited facilities.

Expertise: *captive chimpanzee management, behavioral primatology, accreditation of animal facilities*

Larry Hawk, D.V.M., is the President and CEO of the American Society for the Prevention of Cruelty to Animals. In addition to years as a practicing veterinarian, Dr. Hawk has extensive experience in marketing, fundraising, and business management.
Expertise: *animal protection, nonprofit business management*

Michael Kastello, D.V.M., Ph.D., Diplomate, ACLAM, is the Global Head, Laboratory Animal Science and Welfare of Aventis. He was previously at Merck had been involved in biomedical research with chimpanzees for 14 years. Additionally, he is a past President of the AAALAC Council on Accreditation.
Expertise: *laboratory animal medicine, accreditation of animal facilities, biohazard containment*

Linda Koebner is Executive Director. She has the unique experience of having organized one of the first chimpanzee rehabilitation projects in the 1970's. Since then she has worked as a development officer for the N.Y. Zoological Society/The Wildlife Conservation Society and as director of development for The Children's Museum of Manhattan. In addition, she has run her own business as an interpretive science writer and serves on the American Zoo and Aquarium Association (AZA) Animal Welfare Committee.
Expertise: *behavioral primatology, nonprofit business management*

William C. McGrew, Ph.D., is a Professor of Anthropology and Zoology at Miami University in Ohio and a field biologist who has studied chimpanzees in East, Central and West Africa for over 25 years.
Expertise: *behavioral primatology*

Victor Ostrower, M.D., is a gastroenterologist and Clinical Professor of Medicine at the University of Texas Health Science Center at San Antonio. He is also an active community leader.
Expertise: *business management*

Virginia Shehee, is a businesswoman from Shreveport, Louisiana. She is a former Louisiana State Senator and President of Kilpatrick Life Insurance. Ms. Shehee is active in the community, and serves on a number of boards, including those of the Biomedical Research Foundation of Northwest Louisiana and the American Council of Life Insurance. She is also on the Louisiana State University Board of Supervisors.
Expertise: *business management*

Peter Theran, V.M.D., is the Vice President of the Health & Hospital Division for the Massachusetts Society for the Prevention of Cruelty to Animals/American Humane Education Society. He served as a member of the National Research Council's Committee on the Long-Term Care of Chimpanzees.
Expertise: *animal protection, nonprofit business management, laboratory animal medicine*

Frans B.M. de Waal, Ph.D., is the Director of the Living Links Center, the Howard Chandler Professor of Primate Behavior in the Psychology Department of Emory University and a Research Professor of Psychobiology at the Yerkes Regional Primate Research Center. He is the author of a number of books, including *Chimpanzee Politics*, and *Bonobo: The Forgotten Ape*. Expertise: *captive chimpanzee management, behavioral primatology*

Advisory Board

The Advisory Board assists the Board of Directors in decision-making and strategic planning. The Advisors have diverse skills and all have a keen interest in the welfare of captive chimpanzees.

Kathryn Bayne, Ph.D., D.V.M., Diplomate, ACLAM, is the Associate Director of the Association for the Assessment and Accreditation of Laboratory Animal Care, International and has extensive experience with laboratory primate environmental enrichment and regulatory requirements. She is board certified in Laboratory Animal Medicine.

Expertise: *behavioral primatology, laboratory animal medicine, accreditation of animal facilities, biohazard containment*

Tammie Bettinger, Ph.D., is the Associate General Curator at Zoo Atlanta, and was previously Curator of Conservation and Science at the Cleveland Metroparks Zoo. Dr. Bettinger is Vice-chair of the chimpanzee Species Survival Plan committee of the AZA.

Expertise: *captive chimpanzee management, behavioral primatology*

Jon Coe, ASLA, is an architect specializing in primate enclosures. He has designed numerous great ape facilities in the U.S. and abroad.

Expertise: *business management*

Bennett Dyke, Ph.D., is a population geneticist and demographer who has published life tables and lifetime cost estimates for chimpanzees. E

xpertise: *captive chimpanzee management*

Patricia A. Forkan, is Executive Vice President of The Humane Society of the United States. Ms. Forkan has overall responsibility for all domestic program activities as well as The Humane Society International. She is also president of the National Association for Humane and Environmental Education, the youth educational division of HSUS.

Expertise: *animal protection, nonprofit business management*

Jo Fritz is the founder and director of the Primate Foundation of Arizona. She has over 30 years of experience in creating and managing a chimpanzee facility and extensive experience in chimpanzee resocialization.

Expertise: *captive chimpanzee management, behavioral primatology, business management*

Michale Keeling, D.V.M., is a primate veterinarian with 33 years of experience and is Director of the U.T.M.D. Anderson Cancer Center chimpanzee facility in Bastrop, TX. Dr. Keeling is a former member of the Council on Accreditation for AAALAC, International.

Expertise: *captive chimpanzee management, laboratory animal medicine, accreditation of facilities, biohazard containment*

Jack Kelley, M.S., R.E.M., R.B.P., is the Director of Environment and Safety at the Southwest Foundation for Biomedical Research. Mr. Kelley specializes in environmental assessment and compliance with regulatory agencies. He has over 20 years of experience working with chimpanzees in a laboratory that conducts infectious disease research.

Expertise: *biohazard containment*

Amy Kessel-Fultz, is a primate behavioral specialist, with experience in chimpanzee training and behavioral research.

Expertise: *behavioral primatology*

Gail Laule, M.A., is a professional animal trainer and founder of Active Environments, a consulting service for training and enrichment. She has worked extensively with chimpanzees at the U.T.M.D. Anderson Cancer Center, Yerkes Regional Primate Research Center, and numerous zoos.

Expertise: *behavioral primatology, business management*

Linda Marchant, Ph.D., is a biological anthropologist at Miami University who has participated in the rehabilitation of captive chimpanzees. Dr. Marchant has also worked in several African field locations studying wild chimpanzees.

Expertise: *behavioral primatology*

Erna Toback, Ph.D., has studied chimpanzee behavior in sanctuary settings as well as several research laboratories and zoos.

Expertise: *behavioral primatology*

Leadership Council

The Chimp Haven Leadership Council is a group of interested individuals from the Shreveport community who are helping to publicize the mission of Chimp Haven, raise local awareness of the project, and identify potential local donors. The Council holds its own meetings, and members serve on committees of the Board of Directors to insure that news and efforts are communicated appropriately.

Candy Peavy, Co-Chair, Chimp Haven Leadership Council, Physical Therapist; Board of Directors Shreveport Regional Arts Council

Ron Stokes, Co-Chair, Chimp Haven Leadership Council, Shreveport Businessman

Susan Miller, Volunteer Coordinator

Cindy Marrus, Secretary, Chimp Haven Leadership Council; Shreveport Business woman

Francesca Benten, Vice-President, Williams Creative Group

Tari Bradford, Assistant to Senator Mary Landrieu, Shreveport Office

Stacy Brown, President Shreveport-Bossier Convention and Tourism Bureau

David Coppola, Ph.D., Professor of Biology and Neuroscience at Centenary College

Juliana Forte, M.D., Psychiatrist

Tim Goeders, Shreveport Businessman

Jackie High, Marketing Director, Isle of Capri Casino

Robert Jordan, Ph.D., Psychologist, VA Hospital

Clare Nelson, Community activist/volunteer

Freda Powell, Assistant Director, Shreveport Regional Arts Council

Perry Pringle, Attorney

John "Jack" Sharp, President, Biomedical Research Foundation of NW Louisiana

Percy Sharp, Shreveport Businessman

Nell Shehee, Advertising, Marketing, and Public Relations Director for

Kilpatrick Life Insurance Co.

Judy O. Williams, President, Williams Creative Group
Johnie Wise, Director of Regulatory Services (Arkansas & Louisiana) for Southwestern Electric Power Company
Linda Wright, Assistant to U.S. Congressman Jim McCrery

Chimp Haven Partners

In addition to our Board of Directors and Advisory Board, Chimp Haven has received financial support or formed partnerships with organizations that have an interest and commitment to Chimp Haven and the long-term care of chimpanzees.

The American Zoo and Aquarium Association Chimpanzee Species Survival Plan
The American Society for the Prevention of Cruelty to Animals
The American College of Laboratory Animal Medicine
The Humane Society of the United States
The Living Links Center of Emory University
The Massachusetts Society for the Prevention of Cruelty to Animals

1.2.1.2. Matching Funds

Chimp Haven will provide non-Federal matching funds as required by the CHIMP Act, in an amount of 10% for expenses associated with establishing the sanctuary system and 25% of the expenses associated with operating the sanctuary system.

Proprietary Information

1.2.1.2.1. Financial Status and Fund Raising Program

Proprietary Information

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"Proprietary Information"

Proprietary
Information

1.2.1.2.2. Construction

Chimp Haven will submit one or more C06 Construction Grant applications, depending on the grant cap, in addition to this proposal for care and maintenance. Outlined briefly in this proposal are facilities to house 200 sanctuary chimpanzees at the first site in Shreveport, Louisiana (see section 1.3.3). Expansion in Louisiana, and at other sites designed to house no fewer than 75 chimpanzees, will be developed as the need arises. Chimp Haven will ultimately be prepared to house as many as 900 chimpanzees, including 300 at the Shreveport site (see section 1.5. Expansion of System).

1.2.2. Health and Well-being of Chimpanzees

Chimp Haven operates under a set of by-laws, officially adopted by the Board of Directors in January 1996. The Board of Directors is vested with the management of the business and affairs of the corporation, responsible for the long-range goals of Chimp Haven, and compliance with the Internal Revenue Code 501(c)(3) in all activities. See Appendix A and B for Articles of Incorporation and By-Laws. The operation of the facility will be based on the highest professional standards for chimpanzee health and well being, utilizing the most current information available in the field of nonhuman primate behavioral and medical management. The expertise of the Board of Directors and Advisory Board will continue to be critical to the design and implementation of the animal care program.

1.2.2.1. Chimpanzee Residents

Chimp Haven will work with the NCCR and applicable chimpanzee research facilities to transfer to the sanctuary system those individuals no longer needed in the research setting. Once the chimpanzee enters the federally funded sanctuary system, he or she will never be sold or otherwise discharged from the system (except as required by the NIH). Chimp Haven's program and facility is designed to provide superior care to both naïve chimpanzees and those previously exposed to infectious agents. We look forward to working with the NIH to determine the capacity of the sanctuary system to accept a chimpanzee, including: the physical capacity of the system; the financial resources of the system; the number of staff of the system; the necessity of providing for the safety of

the staff and of the public; and the necessity of caring for chimpanzees according to all applicable standards. If the sanctuary system is not currently capable of accepting an individual chimpanzee, Chimp Haven will negotiate with the NIH to find a mechanism to be able to accept the individual. Once individual chimpanzees available for transfer to the sanctuary system are identified, Chimp Haven will arrange and cover the costs of transferring the chimpanzees, utilizing funds from this contract (see section 1.3.2. for details of shipping chimpanzees). Initially, chimpanzees will be transferred to the first site near Shreveport, Louisiana. As the number of chimpanzees available for the sanctuary increases, other sanctuary sites will be developed either by Chimp Haven or subcontractors. Some chimpanzees will possibly be transferred from one site in the sanctuary system to another, depending on the needs of the individual chimpanzee. For example, a chimpanzee may develop an illness requiring frequent treatment and specialized facilities, and thus may be transferred to a site with capabilities matching those needs. To reduce the stress of transfer, every effort will be made to transfer the chimpanzee with at least one other familiar individual. Likewise, we will develop care plans to accommodate the special needs of elderly chimpanzees, young chimpanzees and those with special health considerations (e.g., blindness, chronic noninfectious illnesses).

Because most chimpanzees in the US have been born in captivity, they have never experienced an environment conducive to many behaviors typical of wild chimpanzee, such as nest building, tool using or fission/fusion social organization. Many primatologists are concerned that these behaviors typifying the species in the wild may be lost in captivity without appropriate environments and role models. Because of the unique design of the Chimp Haven facility, and the ability to maintain the chimpanzees in a less intensively managed style (in contrast to management in most research settings), Chimp Haven will provide opportunities for the development of a wide range of species typical behaviors. We anticipate that wild-born chimpanzees will exhibit such behaviors more quickly, and that the chimpanzees' ability for social learning will assist with the transfer of species typical behaviors to others in the group. Therefore, Chimp Haven feels it is important to transfer as many wild-born individuals as possible to the sanctuary system for the purpose of promulgating the natural behaviors of the species to the captive population. The organization will work cooperatively with the NCRR to assist with the transfer of wild-born chimpanzees to the sanctuary.

1.2.2.2. Laws, Regulations and Guidelines

Applicable federal, state and local laws will regulate operation of Chimp Haven facilities. All operations will meet or exceed the requirements of the Animal Welfare Act (AWA). Voluntary accreditation by the American Zoo and Aquarium Association (AZA) as an affiliated member will be sought.

The maintenance and protection of chimpanzee and human health are high priorities. Our program will comply with the Institute for Laboratory Animal Resource's (ILAR) "Guide for the Care and Use of Laboratory Animals," the National Research Council's "Occupational Health and Safety in the Use of Research Animals," and the Centers for Disease Control's "Biosafety in Microbiological and Biomedical Laboratories". In addition, the ILAR publications "Psychological Well-Being of Nonhuman Primates" and "Chimpanzees in Research: Strategies for their Ethical Care, Management, and Use" have been, and will continue to be, used for the development and implementation of the animal care program.

1.2.2.2.1. USDA

The U.S. Department of Agriculture (USDA) is responsible for enforcing regulations of the AWA. Chimp Haven will apply for and maintain registration with the USDA as a Research Facility (R Registration). If routine USDA inspections indicate any deviations from compliance with the AWA,

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of this proposal

Chimp Haven will resolve the problems immediately. Also in compliance with the AWA, Chimp Haven will form an Institutional Animal Care and Use Committee (see section 1.2.5.1.). Chimp Haven will develop, document and follow a plan of environmental enhancement to promote the psychological well-being of nonhuman primates, as outlined in the AWA (Code of Federal Regulations, 9, subpart D, 3.81), with special consideration given to great apes weighing more than 50 kg.

1.2.2.2.2. AAALAC, Int.

The Association for Assessment and Accreditation of Laboratory Animal Care, International (AAALAC, Int.) promotes the highest standards of laboratory animal care through an accreditation process that helps to standardize care across diverse institutions. An accredited facility must address provisions of the AWA, PHS Policy, and the Guide for the Care and Use of Laboratory Animals. The accreditation process includes an extensive self-evaluation through completion of a Program Description, on site assessment of the animal care program, review of the site visit report by the Council on Accreditation, and revisits every three years. Although AAALAC, Int. has not accredited sanctuaries in the past, they are interested in providing accreditation to Chimp Haven as we anticipate behavioral research projects to be conducted (see Appendix H). Therefore, our organization will apply for accreditation with AAALAC, Int. We have exceptional leaders in the organization to assist with this process. On our Board of Directors and Advisory Board are three individuals who have served on the Council on Accreditation, as well as the Associate Director of AAALAC, Int.

1.2.2.2.3. OLAW

Chimp Haven will file an animal welfare assurance with the Office of Laboratory Animal Welfare. A description of our animal care program, the facility, the administrative authority and lines of responsibility, veterinary care program, and IACUC composition and function will be included. Engineering standards outlined in the AWA will be met or exceeded, and a written program for evaluation of outcomes based on performance standards will be implemented. Performance standards (as emphasized in the Guide), which promote a high quality animal care from a range of approaches, will be important as Chimp Haven sets new standards of chimpanzee sanctuary operations.

1.2.2.2.4. AZA Accreditation

As Chimp Haven's proposed facility will incorporate components in common with both laboratory and zoological facilities, we plan to become accredited by both lab and zoo accrediting bodies. The American Zoo and Aquarium Association (AZA) provides accreditation to zoological parks in a manner similar to AAALAC, Int. When the facility is established, Chimp Haven will submit an application for AZA accreditation as an affiliate member, which will be followed by a site visit to evaluate all aspects of the animal care program and organizational structure. The Accreditation Commission of the AZA reviews applications and site visit reports, and Chimp Haven will adhere to the standards set for the housing of nonhuman primates in zoological parks.

1.2.3. Health and Wellbeing of Staff

Chimp Haven will use only fully trained and proficient personnel in caring for the chimpanzees. Detailed qualifications and/or job descriptions are provided in section 2. Training provided to employees will include initial job training as well as periodic occupational safety and health training.

1.2.3.1. Initial and Ongoing Training

Chimpanzees are large, powerful and intelligent animals, requiring an attentive and highly trained staff to provide appropriate care in a safe and effective manner. A thorough initial training program will be provided to all staff. Training will include the description of the position, specifics of the duties assigned, information on chimpanzee natural history, communication and behavior, regulations and proper safety procedures. The new employee will be provided with a written set of SOPs for review, and each relevant SOP will be reviewed by the supervisor. New personnel will be accompanied by a supervisor, technician or senior caregiver for at least 30 days when interacting with the chimpanzees to insure proper safety procedures, hands-on training and the communication of information regarding the habits and personalities of each chimpanzee. All personnel will be required to attend a zoonosis training class. This training will cover symptoms, treatment, and prevention of diseases such as tuberculosis, rabies, and measles. The training session will also stress the importance of proper personal hygiene. The employee will be given a written test of competency on the SOPs, safety and chimpanzee behavior and well-being after approximately 30 days. Remedial training will be planned as needed. When deemed necessary by a person's experience level, the new employee may be sent to another chimpanzee colony to gain first-hand training. Existing colonies located within 400 miles of Shreveport, LA (including the U.T.M.D. Anderson Cancer Center in Bastrop, TX and the Southwest Foundation for Biomedical Research, San Antonio, TX) have agreed to provide this service. This service will be especially useful for training the first animal care employees and the back-up veterinarian, and will ensure a well-trained staff ready to provide care upon the arrival of the first chimpanzees to Chimp Haven.

In addition to the initial job training, all animal care staff will participate in monthly, ongoing training sessions. Such topics may include: refresher courses in SOPs, occupational health and safety, or other areas; presentations from visiting researchers, board members or other professionals; new techniques in veterinary care or information technology; or reviews of results from enrichment, training or management programs. Technicians will be given the opportunity to obtain training and instruction for American Association of Laboratory Animal Science (AALAS) certification. Continuing education of professional staff will be encouraged through participation in local, regional, or national scientific meetings. Maintenance staff may obtain training in specialized areas.

Initial and ongoing training will be documented in writing. An Initial Occupational Safety and Health Training Assurance Statement will be prepared and signed by all new hires.

1.2.3.2. Occupational Safety and Health Program

All personnel will participate in an employee health program that will be based on a risk assessment of the facility. The major components include pre-employment physical and periodic health assessment, including:

- ☐ immunization against relevant infectious diseases, such as tetanus, typhoid, and hepatitis B (for employees working in or near the chimpanzee colony);
- ☐ semi-annual tuberculin testing or physician radiographic evaluation with follow-up of individuals who convert to a positive reaction or who have previously tested positive;
- ☐ annual blood collection for complete blood count, serum chemistries, and serum banking.

Employees with an exposure-related incident, such as a scratch, bite, needle-stick, or mucus membrane splash, will be counseled on the symptoms and treatment of any potential diseases based on risk assessment of the situation. Employees appearing symptomatic or demonstrating suspicious signs will be immediately referred to the facility's physician, Non-Key Personnel Info

~~Non-Key Personnel Info~~ who is an infectious disease specialist knowledgeable in zoonotic diseases carried by non-human primates (see Appendix I). Since macaques will not be housed at Chimp Haven, no special procedures regarding herpes B virus will be in place.

All new employees, visiting students and scientists will complete a safety orientation session before beginning their job duties. The session will include an orientation on working with infectious agents and non-human primates. The Bloodborne Pathogen Exposure Control Plan and Standard Operating Procedures that pertain to the employee's safety and health will be discussed. The Standard Operating Procedures will address topics such as proper personal protective equipment usage, sharps handling and disposal, latex allergy awareness, hand-washing importance, and the procedure to follow if an occupational injury or illness should occur. The importance of prompt reporting of accidents and exposure-related incidents will be emphasized. See section 1.2.3.2.4. for more details on Occupational Safety and Health Training.

Universal precautions will be used when handling all blood or blood products. Staff members will follow safe work practices rigorously when potentially working with agents that can be present asymptotically in animal blood or tissues. Because zoonotic disease agents can enter the body through a variety of routes including broken skin, mucus membranes, or the respiratory tract, a combination of engineering controls, work practices, and personal protective equipment will be used to minimize exposure risk. The use of safety glasses, gloves, long-sleeved garments, and other personal protection equipment as delineated by SOP when in or near animal care areas or handling animal blood or bodily fluids, are all examples of ways the facility will minimize exposure risk.

Because of the importance of hand-washing in preventing disease transmission, employees will be instructed to wash their hands after removing gloves, when leaving animal rooms or animal care areas, and before eating or conducting activities that might involve hand-to-mouth or hand-to-eye contact. Sinks will be strategically located throughout the facility to assure employees can quickly and easily wash their hands.

Personal protective equipment (PPE) will be readily available in all animal and laboratory areas. The Safety Officer will conduct safety assessments to identify hazards in the work area. The Safety Officer will provide a continuous assessment of the safety of the employees' work environment. Employees will be encouraged to take an active role in their safety by reporting unsafe practices or situations to either their supervisor or the Safety Officer. Once identified, unsafe conditions will be corrected to provide a safe work environment.

1.2.3.2.1. Preemployment Physical Examination and Screening

All employees will be given a physical exam by a Shreveport-based contract occupational health service (OHS) provider, ~~Proprietary Information "Provider"~~ (see Appendix J). The basic exam will include a health history questionnaire; exam by a Christus Schumpert physician; blood tests to include CBC, serum chemistries, HIV antibody and hepatitis profile; TB test; and serum collected for banking. Tetanus immunization will be made current. Hepatitis A and B vaccinations will be given to those employees who will work in direct contact with the chimpanzees and/or their tissues. In reality this will include all except some administrative personnel.

1.2.3.2.2. Health Surveillance and Serum Banking

Health history questionnaires will be completed by all employees annually and reviewed by the OHS provider. If indicated, employees may have to submit to examination by the provider. Serum will be collected and banked annually. Mantoux PPD tests will be administered every 6 months.

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Immunizations will be kept current as determined by the OHS provider. Tests for HIV and hepatitis will be completed annually, or as directed by the OHS provider. If an employee demonstrates a suspect TB reaction, he or she will not be allowed in contact with the animals. The employee will be given a chest radiograph, and appropriate medical care will be provided in the event of a positive tuberculosis infection. Employees who have previously tested positive for TB will undergo annual chest radiographs rather than the PPD test.

1.2.3.2.3. Emergency Care

Emergency care will be provided by the OHS provider ~~Provider~~ during their duty hours. If such care is needed when the provider is closed, employees will be taken to the emergency room of the closest hospital approximately 15 miles from the facility. If the injury requires immediate attention, the medical center at the ~~Medical Ctr.~~ will provide medical care (see Appendix K). This facility, which is 3/8 mile away and maintains a geriatric and convalescent population, has extensive medical facilities, 24 hour on-site nursing staff and doctors available during regular working hours. Emergency medical services are also available 2 miles away. Medical personnel will be provided with instruction and materials on occupational risks and zoonotic diseases specific to the facility. Records will be maintained on each and every illness and injury.

1.2.3.2.4. Occupational Safety and Health Training

As outlined in section 1.2.3.2., high priority is placed on staff training. Important in the training of individuals caring for the chimpanzees is occupational safety and health training. Adhering to established husbandry, technical and safety SOPs and using the appropriate Personal Protective Equipment (PPE) is vital to minimizing injury from known risks. The Deputy Director will serve as the Safety Officer and will provide zoonoses training to each new employee at the time of employment. A manual will be given to each employee on relevant zoonoses, both natural and experimentally induced. The Occupational Health and Safety Consultant, Mr. Jack Kelley, will provide initial training on safety, use of PPE, personal hygiene practices and safe practices specific to working with chimpanzees (see Appendix L).

Training will specifically include information on the inherent risks in the workplace, methods and equipment that can minimize these risks, and the laws, regulations and policies governing employee safety and health. Employees will be shown how to assess risk, understand how their actions affect the safety and health of themselves and others, and to make informed decisions regarding their daily actions. Training opportunities to gain competence in the occupational safety and health program will be given at initial employment and throughout the year through: informal direction and information from supervisors on a daily basis; staff meetings reinforcing relevant SOPs; lectures on safety and health topics; and special training sessions on new policies or regulations.

1.2.3.2.5. Waste Removal

Biohazardous waste, including sharps, dirty personal protective equipment, and potentially biohazardous animal tissues, will be properly disposed of using commercial, certified waste management operators ~~Proprietary Info~~. Urine and feces will be treated in the same manner as potentially HIV and HCV-contaminated human sewage. Animal waste will be flushed from the cages to a central on-site sewage treatment plant for processing. All applicable regulations for the monitoring and oversight of the treatment plant will be followed. See section 1.3.1.9. for procedures on handling Medical Pathological Waste from experimentally infected chimpanzees.

1.2.3.2.6. Visitors

Access to the facility by non-employees will be approved only by the Director. Educational programs are planned, in which arranged tours of selected areas of the facility and educational programs will be held. In this case, visitors will only be able to see the chimpanzees from a distance and behind appropriate barriers. For instances requiring closer access by non-employees, such as by consultants, members of the Board of Directors, NIH or other governmental entities, IACUC members, and visiting scientists, each person must have proof of a negative TB test in the past 6 months (or negative chest X-ray within the past year) and no signs of illness or respiratory disease. In addition, they will undergo a safety briefing before gaining access to the facility, and will be accompanied by a staff member. Along with operational Standard Operating Procedures, a specific SOP regarding requirements for visitors will be drafted and implemented. Any changes in such policies will be forwarded in writing to the Project Officer and the NIH Office of Communications. Requests for information or inquiries/allegations about Chimp Haven, especially those with public, media, or congressional interest, will be forwarded to the Project Officer.

1.2.4. Facilities Operation and Maintenance

An on site physical plant manager and grounds keeper will provide routine maintenance, minor repairs to the interior and exterior of the buildings and grounds maintenance. It is anticipated that costs and effort required for facility maintenance will be low initially, as the facility will be new and have a 1-year warranty on materials. However, the maintenance department will be crucial to testing and fine tuning the physical plant operations, including cooling and heating systems, emergency alert systems, water treatment, etc. As the facility ages, an increased need for routine maintenance is to be expected, and additional support has been budgeted in later years.

The need for major repairs will be reported to the Director immediately. Those impacting the health and well-being of the chimpanzees will be evaluated, if necessary, by the IACUC. Emergency repair expenditures, such as replacement of a broken heating unit during the winter, can be authorized by the Director, with reporting to the Executive Committee of the Board. The Board of Directors will be notified of the need for modernization of the facility, and a plan for doing so will be developed in conjunction with the Board.

1.2.4.1. Pest Control Program

A pest control program will be developed consistent with potential pests in the Shreveport, LA area. A certified pest control company ~~Proprietary Info~~ Shreveport, will be used to establish and maintain the program. At the minimum, control measures for rodents, fire ants and roaches will be instituted. The primary areas for control will be the animal housing buildings. No pesticides will be placed or used so as to endanger the animals. The Director or Veterinarian will have authority to coordinate activities of the pest control contractor to insure the continued health of the animals.

1.2.4.2. Fire Prevention Program, Natural Disasters and Emergency Plans

The first step in combating the problems of fire, tornado or other natural disasters is in the design of the facility. The Chimp Haven facilities will have fire detection and prevention systems as part of the proposed building plans. We will meet and exceed all building codes and recommendations from regulatory agencies in this regard. Chimp Haven professionals have reviewed case studies from fires at zoos and labs housing primates and will utilize the lessons learned in the design for Chimp Haven. To minimize the fire potential in the center, the facility design maximizes the use of non-flammable materials and provides specialized fire separation partitions within the animal and administrative areas (see Appendix C, Central Residence 1st floor and Veterans' Residence). As a precaution, sophisticated fire and smoke detection equipment including automated smoke dampers and fire

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suppression sprinklers will be considered essential to the engineering systems included in the project. On the property, firebreaks will be planned to prevent spreading of fire from the adjacent woodlands. Fire extinguishers, certified every year, will be available in all buildings as required by code. Alarms will be installed to signal heating or cooling malfunctions in any building. Alarms will sound when the indoor temperature exceeds the range of 45 to 85 degrees. These alarms will be heard by the on-duty staff during regular working hours, or by the night caregiver and security patrol during off-duty hours. A fire department is located 2 miles from the facility, which will provide rapid response in case of fire emergencies.

An on-site generator will provide power for appropriate lighting and heating of animal areas in the case of power outages. Portable oil fired heaters will also be available to provide heat during lengthy power outages. A Disaster Plan, as described in the *Guide*, will be written before the first chimpanzee arrives. This plan will delineate procedures for both humans and animals and will list those materials that need to be in place before a disaster happens. A Crisis Management Plan will also be developed and be in place before operations start. Animal related emergencies, such as animal escapes, will be covered in SOPs and Emergency Plans. All employees and appropriate contract service employees (i.e., security guard) will receive thorough training in emergency procedures. Emergency contact information will be available in all animal and administrative areas.

1.2.4.3. Security and Access

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1.2.4.4. USDA Inspections

As outlined in section 1.2.2.2.1., Chimp Haven will abide by the applicable laws, regulations and policies of the USDA, PHS, and AWA. Since Chimp Haven will be registered as a research facility we expect to be routinely inspected by the USDA and will maintain full compliance with the AWA and Regulations. An annual report will be submitted at the required time. Chimp Haven will evaluate and correct all deficiencies noted during USDA inspections, including those categorized as "must be replaced or repaired". Chimp Haven will obtain estimates for repairs and perform those repairs in a timely fashion. Inspections resulting from AZA or AAALAC, Int., accreditation will likewise be handled so as to maintain accreditation.

1.2.5. Administration

A combination of on-site and off-site capabilities and services are planned to ensure effective operation of the facility in terms of outcome and cost. Initially, off-site services will be obtained for accounting and human resource related matters. As the organization increases in size and number of employees, it may become more effective to hire in-house human resources professionals. Additionally, off-site occupational safety and health services will provide pre-employment physical examinations, health surveillance and emergency care, as outlined in section 1.2.3.2. Expenditures will be tracked based on account or contract, so that accounting for NIH-supported sanctuary chimpanzees and non-NIH-supported chimpanzees located at the same facility can be monitored separately.

1.2.5.1. Institutional Animal Care and Use Committee

The Animal Welfare Act requires an IACUC composed of at least three members, one of whom is a veterinarian with direct or delegated responsibility for the animals, and one of whom is not affiliated with the institution and represents the public's interest. PHS Policy requires five members, including a scientist and a nonscientist. Chimp Haven's Institutional Animal Care and Use Committee (IACUC) will be composed of at least five members according to PHS Policy. These will include at least the Attending Veterinarian (who is a senior veterinarian serving as the Animal Program Director), a scientist, a lay person and a person not affiliated with Chimp Haven. The IACUC will have independent authority within the institution and will report directly to the President, who will be the Institutional Official. The IACUC will meet at least every 6 months to review protocols and conduct the semi-annual reviews (program and facilities). All protocols for training and research will be reviewed by the IACUC regardless of funding source. If necessary the IACUC will meet more frequently so as not to delay protocol review. Absolutely no protocol will be started until the IACUC has approved it. The IACUC will assume all responsibilities as described in the *Guide*, the AWR and the PHS Policy. The Chimp Haven IACUC will submit reports of such activities to the Director of the facility. Chimp Haven will follow procedures outlined in the NIH's Institutional Animal Care and Use Committee Guidebook.

1.2.5.2. Reports to NIH

Chimp Haven will comply with all reporting requirements set forth in the RFP, with details in article C.2.a. These reports include the following, submitted to the Contracting Officer and the Project Officer:

- ☐ Quarterly Progress Reports will be submitted within ten days following the end of the reporting period. These reports include details of personnel, animal care, veterinary program, alterations and renovations needed, and USDA site visit reports.

- ❑ The Annual Progress Report of contract operations will be submitted by the anniversary date of the contract. This annual summation of operations includes information on the health and status of the animals, physical facilities and related administrative activities.
- ❑ The Emergency Telephone Roster will be provided, and updated, within 10 days of contract implementation.
- ❑ A Minimal Staffing Plan will include procedures for maintaining adequate coverage during inclement weather or other closure, and will be provided within 30 days of contract implementation.
- ❑ The Occupational Safety and Health Training Plan will be provided within 30 days of contract implementation.
- ❑ Initial Occupational Safety and Health Training Assurance Statement, with employee signatures indicating dates of completion, will be provided within 30 days of the hire date for new personnel.
- ❑ Incident and Accident Reports, including details of all on the job and job related illnesses and injuries will be provided within 10 days of the incident's occurrence.
- ❑ An Equipment Inventory will report the working condition of all major or specialized equipment, and submitted as part of the annual report.

1.2.5.3. Human Resources

Human resource functions will be overseen by the Program Administrator and implemented by contract service companies. An employee manual, including policies and standards of conduct, is being prepared at this time (see Appendix M for draft).

1.2.5.3.1. Payroll

All employees will use a biweekly timesheet to log actual hours worked. Overtime and holiday pay will be noted separately and justified. Employees will be paid every two weeks, and hourly (nonexempt) employees will be paid 0.5 hr additional overtime pay for each hour worked as overtime. *Proprietary Information* will perform payroll service (see Appendix N).

1.2.5.3.2. Hiring and Termination

Chimp Haven will be responsible for the hiring of qualified staff as outlined in section 2. Job descriptions exist for each position, and will be updated as necessary. As a significant number of employees will be hired during a short time interval prior to transfer of the first chimpanzees, human resources services including screening, testing and hiring new employees, will be handled by a contractor. *Contractor Info.* All vehicle drivers will possess a valid driver's license and have a safe driving record with no evidence of DWI or DUI. Yearly written performance evaluations, as well as regular verbal and written feedback, will assist with communication and assessment of performance, identification of both exceptional and unsatisfactory skills and preparation for additional training if necessary. To provide satisfactory performance on the contract, Chimp Haven will replace any person due to inappropriate behavior, poor performance, misconduct, endangering life, abuse of U.S. government property or inhumane treatment of the chimpanzees.

1.2.5.4. Purchasing

The Director, or Deputy Director in the Director's absence, will approve all purchases. The Secretary will be responsible for purchasing, including purchase orders, setting up billing accounts, placing standing orders and verifying received orders.

1.2.5.5. Insurance

All necessary insurance policies will be provided for the protection of the staff, visitors, and organization. General liability, property, worker's compensation, disability, unemployment, vehicle, theft and board insurance have been or will be purchased prior to the hiring of employees or opening of the facility, as appropriate. In addition, employee health insurance will be available to all employees.

1.2.5.6. Taxes, Audits

Yearly tax filing for nonprofit organizations, as well as any state or local tax filing, will be completed as required by law. The accounting firm of *Proprietary Information* will provide all company audits and tax preparation.

1.2.5.7. Policies

Policies are being drafted (see Appendix M for draft of employee manual) to define issues of employment, conduct, hiring, etc. Included are nondiscrimination policies for the hiring and treatment of employees, the rights of individuals in case of work related injuries and methods to report incidences of animal maltreatment. Employee handbooks will be provided to each new employee and supervisors will go over the relevant policies. Employees will sign off that they have received and understand the policies, rules and procedures of the institution.

1.3. METHODS

1.3.1. Animal Care

Chimp Haven will comply with all applicable federal and state laws and regulations pertaining to the acquisition, registration, care, disposition and transportation of chimpanzees. The management of the chimpanzees at Chimp Haven is based on information on wild chimpanzee behavior, social organization and ecology, as well as on accepted standards of husbandry and veterinary care in the captive environment. Chimpanzees living in laboratories do not often have the type of close social bonds and stimulating environment that are found in the wild. Some chimpanzees must be resocialized and rehabilitated to live successfully in groups in complex environments. Even chimpanzees that have lived for years in single cages can be rehabilitated to learn appropriate social behaviors and skills, and to live in a social group (Brent et al., 1997). An appropriate facility, an enriched environment, social companions, and group formation techniques are important to the success of chimpanzee rehabilitation efforts.

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1.3.1.1. Quarantine

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1.3.2. Shipping of Chimpanzees

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1.3.3. Construction and Facility Design

The first Chimp Haven sanctuary will be located near Shreveport, Louisiana, on 200 acres of land donated to Chimp Haven by the Caddo Parish Commission. Shreveport is in Northwest Louisiana, and sits on the west side of the Red River, across from Bossier City (see Appendix X, Area Location Maps). It is 285 miles north west of New Orleans, and 180 miles east of Dallas. It is a metropolitan area rich in medical facilities, and research institutions including the Biomedical Research Foundation of NW Louisiana and Louisiana State University School of Medicine. The weather is ideal for chimpanzees. Temperatures fall below freezing only a few days of the year, and move above 90 degrees only 30 days of the year. Average annual rainfall is 46 inches. This climate will allow the chimpanzees to be outdoors for the vast majority of the year.

The Chimp Haven sanctuary is located within the Eddie D. Jones Nature Park, a 1200 acre nature preserve that is currently being developed with day-use nature and biking trails. The site is only 15 miles southwest of downtown Shreveport, but the area is still undeveloped. The Forcht Wade Correctional Facility is nearby, which will limit any future development. The land is covered with pine and old hardwood growth. There are rolling hills and natural water sources. The vegetation is excellent for chimpanzees, providing both natural barriers and good browse. A recent study by Miami University students (under the guidance of Dr. William McGrew) has determined that the chimpanzees will be able to safely ingest any of the flora available on the site.

Chimp Haven officials took part in the planning of the Nature Park, addressing members of the local community at several open public meetings. Chimp Haven has worked closely with the Caddo Parish Commission, their executive director Billy Hanna and the director of Parks and Recreation, Larry Raymond, in the planning of the facility and in gaining the support of the community.

A Chimp Haven Facility Design Workshop was held in Shreveport, Louisiana in March, 1999 and brought together many of the world's experts in chimpanzee behavior, facility design, architecture,

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animal training and management. The resulting plans represent superior and cost-efficient long-term chimpanzee holding, and were based on modern laboratory facilities, as well as naturalistic designs in zoological parks.

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1.3.4. Costs

To implement the system of sanctuaries, costs will be incurred for constructing suitable long-term housing for chimpanzees no longer needed by the federal government for research, and for the daily operation of the facilities to maintain the chimpanzees. Details of cost estimates for operation are contained in the Business Proposal section of this application, and are summarized here. They reflect the requirements for care as set forth in the RFP. Detailed cost estimates for the construction of the facility will be provided in the C06 Construction grant application, and are also summarized here. No costs for research initiatives are included in this proposal.

1.3.4.1. Construction Cost Estimates

Facilities to care for 200 chimpanzees are planned, based on the information provided by NCRR and the RFP, and detailed in section 1.3.3.

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1.3.4.2. Operational Costs

Operation of the facility to provide the highest level of care for the chimpanzees, as outlined in the RFP, requires a well-trained and knowledgeable staff, a facility able to house the chimpanzees comfortably and efficiently, and the equipment and supplies necessary for optimal care. Chimp Haven completed a thorough assessment of cost and pricing, with details provided in the Business Proposal.

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Ten Year Summary of Direct Costs

Item	Year 01	Year 02	Year 03	Year 04	Year 05	Year 06	Year 07	Year 08	Year 09	Year 10
Direct Labor										
Project Director										
Deputy Director/Vet										
Program Administrator										
Information Techno;logist										
Behaviorist										
Colony Manager										
Secretary										
Caregivers										
Enrichment Technician										
Veterinary Technician										
Maintenance Manager										
Total Direct Labor (w/fringe)										
Direct Materials										
Feed										
Fruit and vegetables										
Enrichment supplies										
Cleaning chemicals										
Cleaning supplies										
Misc supplies										
Bedding										
Veterinary supplies										
PPE - gloves,masks,etc.										
Drugs										
Uniforms and clothing										
Portable building										
Dell computer system										
HP laser printer										
Veterinary equipment										
Cleaning equipment										
Total Direct Materials										
Travel										
Other Direct Costs										
Total Direct Costs	230,821	181,699	1,706,236	1,567,188	1,613,907	1,664,433	1,756,678	1,825,096	1,859,597	1,915,024

\$

Many year is defined as 2080 hrs less 216 hours for paid absences equals 1864 hours

1.3.4.3. Unpredictable Costs

Chimp Haven will be responsible for unpredictable costs not included in this proposal. In the event that unpredictable costs are the result of changes in the contract, Chimp Haven may request supplemental funds from the NIH. Because the granting of supplemental funds is not expected, cost estimates cover necessary unpredictable expenditures.

1.4. SCHEDULE

Chimp Haven will apply for construction funds as soon as possible, and work with the NIH during this phase to delineate the chimpanzees available for transfer to the sanctuary system. The proposed scheduling for construction and opening is based on our previous experience with construction through the C06 Construction Grant and the operation of chimpanzee facilities. Chimp Haven is eager to work with the NIH to expedite the process whenever possible.

1.4.1. Timeline

Proprietary Information

1.4.2. Construction of Facility

Proprietary Information

1.5. EXPANSION OF SYSTEM

This proposal outlines plans for the establishment of the sanctuary system at facilities sufficient to initially house approximately 200 chimpanzees. This design will house the chimpanzees identified in the Request for Proposal, most of whom are anticipated to be available for transfer from research facilities to the sanctuary in the near future. Working in conjunction with NCRR, the ChiMP group and individual chimpanzee research facilities, Chimp Haven will also plan for the transfer of as many as 900 chimpanzees into the sanctuary system over the contract period. Through a combination of expansion at the initial site, construction of additional sites, and subcontracting, Chimp Haven will be

able to accommodate all chimpanzees that the NIH deems appropriate for placement into the system. The specific plan for expansion will depend on the number of chimpanzees available, their status, and the timing of their availability. Once several different facilities are completed, chimpanzees will be placed in the facility best able to provide for their unique needs.

1.5.1. Initial Facility Expansion

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1.5.2. Future Chimp Haven Operations

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In addition to the Louisiana and Texas locations, Georgia is another prime location under consideration.

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1.5.3. Subcontractors

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1.5.3.1. Size and Location

Only subcontractors able to accept at least 75 chimpanzees will be considered, as outlined in the Request for Proposals. To maintain a high level of care and appropriate expertise, adequate professional personnel (veterinarian, behaviorist, etc.) must provide on-site service for the chimpanzees. Substantial cost savings to the system are realized at a fully staffed facility with larger numbers of chimpanzees, so that priority will be given to potential subcontractors able to house more than 75 chimpanzees. Priority will also be given to facilities in warm climates so that the chimpanzees may utilize outdoor enclosures for much of the year and to reduce the need for large, expensive indoor primary enclosures. Creative proposals for smaller populations and/or cooler climates that provide the required level of care and facilities in a cost-effective manner will be considered.

1.5.3.2. Laws, Regulations and Accreditation

Subcontractors must maintain an approved Animal Welfare Assurance with the Office for Laboratory Animal Welfare and maintain USDA registration and/or license if any research or exhibition is involved at the site. An independent Institutional Animal Care and Use Committee must be maintained at the facility. In addition, facilities exhibiting chimpanzees will seek accreditation by the American Zoo and Aquarium Association as an affiliate member.

1.5.3.3. Standards of Care

Once accepted by Chimp Haven as a subcontractor, the organization will meet the same standards as outlined in this proposal. Chimp Haven will oversee the conduct of the subcontract to insure that these standards are upheld. Yearly on site inspections of the subcontractors' facilities and quarterly reports on operations will be required, with costs being born by the subcontractor. At least one member of the Chimp Haven Board of Directors will also serve as a non-voting member of the subcontractor's Board.

2. PERSONNEL

The Chimp Haven facility will have a full staff to care for the chimpanzees. A high quality staff, working in a team atmosphere, can make a tremendous difference to the well being of captive animals. The staff of Chimp Haven will be thoroughly trained in the behavior and ecology of wild chimpanzees to encourage a greater appreciation and understanding of the chimpanzees. Identification of behaviors indicative of stress or depression will be highlighted, because such behaviors can be warnings of possible problems. With the knowledge to detect any problems early, action can be taken more quickly and effectively by the staff. Staffing requirements are less than in traditional laboratory environments, since there will be no invasive research requiring frequent handling of the chimpanzees. Additionally, the facility design permits ease of husbandry and management routines.

Safe working methods will also be stressed, to guard the health and welfare of both the employees and chimpanzees. Standard operating procedures will be available for routine and emergency situations. Of particular importance will be the appropriate care of chimpanzees previously exposed to infectious agents, such as hepatitis and HIV. Working safely around research veteran

chimpanzees will be emphasized. Training on the wearing of proper protective clothing, safe procedures for working around the chimpanzees and the importance of routine health screening will be provided.

2.1. RECRUITING AND HIRING PRACTICES

Chimp Haven has already identified the key employees who will carry out the work of the contract. In addition, numerous applications are on file from individuals eager to work at Chimp Haven as care staff. Because we anticipate approximately 3 years before the facility is built and the majority of the staff will be hired, recruiting for other positions will not begin until 6 months to 1 year prior to opening (depending on the position).

Chimp Haven will use a variety of methods of recruiting a high quality staff: a search within the organization; contacting individuals suggested by Board Members and supporters; placing advertisements in professional journals and newsletters such as *Laboratory Animal Science*, *Lab Animal*, *Laboratory Primate Newsletter*, *The Primate Foundation of Arizona Newsletter*, the *AZA Communiqué*; placing advertisements in local newspapers; contact with Louisiana Branch AALAS; postings at professional meetings, such as the American Society of Primatologists, national and regional AALAS meetings. In addition, Chimp Haven will post positions on the Primate Information Network Job Postings web site and the Primate Science mail group, COMPMED and other electronic bulletin boards.

Chimp Haven will follow strict equal opportunity guidelines during the hiring process (see Appendix M). Hiring procedures will include verification of previous employment, degrees and certification, contacting references, and conducting personal interviews. Individuals who are hired by Chimp Haven will undergo a pre-employment health check and receive all information on safety, health and facility policies and practices, including an employee handbook (see section 1.2.3.1. and 1.2.3.2.4. for employee training). All new staff are considered to be in training for at least 30 days after the hire date, in which time they will be supervised and monitored closely. New staff will be on site and in training one month prior to the transfer of the first group of chimpanzees to ensure adequate time for training and preparing for the new chimpanzee residents. All new hires will undergo a 90-day probationary period with a performance review at the end of the period. Individuals who have performed unsatisfactorily, despite remedial training and instruction, will be terminated.

2.2. STAFF RETENTION, SALARY AND BENEFITS

Staff retention will begin at the initial interview, by communicating the purpose and mission of Chimp Haven and our goals to provide care for the chimpanzees. A thorough understanding of the specifics of the institution and the position will be necessary so that the individual and the recruiter can determine an appropriate match of skills, motivation and potential to a particular position. Initial and ongoing training not only helps to maintain competence and improve performance, but also offers enrichment to the daily life of the staff. Working in a team atmosphere, where the perspectives and opinions of all individuals are considered valuable, also lends itself to a positive, cooperative work force.

Proprietary Information

Proprietary Information

2.3. KEY PERSONNEL

Chimp Haven provides qualified, experienced personnel to administer the contract. Key personnel are the backbone of the operation and the primary contacts for the contract. They will be required to organize the initial operation of the facility, from hiring and training staff to overseeing the process of chimpanzee group formations. In addition to key personnel, Chimp Haven is unique in having an extraordinary group of associated Board Members and Partners who are experts in chimpanzee management, veterinary care, biosafety, and business management. Particular individuals will be consulted during the start-up phase of the operation for advice and to evaluate performance and the achievement of goals (see section 2.4). Job descriptions for all positions are listed in Appendix W. The letters of intent and curriculum vitae of key personnel are found in Appendix X.

Chimp Haven proposes a change to the professional staff recommendations. Based on discussions with directors of other chimpanzee research facilities and occupational health and safety professionals, Chimp Haven feels that the duties of the combined position of the OSH Officer/Nurse will be more effectively and cost-efficiently provided by separate entities. Occupational safety and health services, including pre-employment and yearly health screening, will be conducted by our OHS provider, Christus Schumpert Occupational Medical Services (see section 1.2.3.2.). The Deputy Director/Veterinarian will maintain relevant paperwork and procedures for the Occupational Safety and Health program. *Proprietary Info* will oversee the implementation of the program to insure compliance with the RFP and all applicable regulations and guidelines (see section 2.4.4). Other chimpanzee research facilities do not maintain a full-time on-site nurse to provide emergency care for work-related injuries, as the need is generally low. Thus, Chimp Haven plans for emergency care to be provided by the nearby medical center at *Proprietary Information* which maintains a 24 hour nursing staff and daily physician staff (see Appendix K), or EMS services.

2.3.1. Director

The Director will have authority to act in all matters relating to the daily operations of the contract and will ensure that all areas of the contract are carried out in an efficient manner. The Director is ultimately responsible for the well-being of the chimpanzees and the management of the staff. Duties include: oversight of financial activities; the hiring, training and supervision of key staff members (Deputy Director, Colony Manager, Behaviorist, Program Administrator); oversight of educational and research programs; development of funding for educational and research programs; maintenance of USDA licensing, AZA accreditation and compliance with all federal, state and local regulations. The Director will ensure compliance with all policies and procedures required in this RFP and as determined by the NIH.

Chimp Haven is pleased to propose Dr. Linda Brent as the Director for this contract. Dr. Brent received her Bachelor of Science degree from the Ohio State University, her Master's degree from St. Mary's University, and the Ph.D. from the University of Texas. She has spent the past 14 years working with captive chimpanzees and other nonhuman primates at the Southwest Foundation for Biomedical Research, San Antonio. She initiated a behavioral management program at the facility, published numerous research studies on the well-being of chimpanzees and conducts independent

NIH-funded research. Dr. Brent has a background in developing a nonhuman primate behavioral management program from the beginning, including abundant experience hiring, training and supervising employees at various levels. Dr. Brent edited the volume "The Care and Management of Captive Chimpanzees" (American Society of Primatologists, San Antonio, 2001) and holds biannual workshops on issues related to captive chimpanzee management. In addition to her experience in the management of captive chimpanzees, Dr. Brent also studied wild chimpanzees at Gombe National Park, Tanzania for her dissertation research. Dr. Brent has served as an IACUC member, is a nonprofit administrator, and is an AALAS certified Laboratory Animal Technologist. Her diversity of skills and leadership abilities will be vital to the successful completion of the contract.

2.3.2. Deputy Director / Veterinarian

The Deputy Director/Veterinarian will act as Interim Director in the absence of the Director. The Deputy Director/Veterinarian will perform clinical veterinary services for the colony, including routine health surveillance and treatment. The Veterinarian will supervise the veterinary technician, and assist the Colony Manager with supervision and training of the animal care staff. The Deputy Director will serve as the OSH Officer of the facility, and will establish and maintain relevant paperwork and procedures.

Chimp Haven is pleased to propose Dr. Kathleen McBride Hoffman as the Deputy Director / Veterinarian.

Key-Personnel Information
Withheld

2.3.3. Colony Manager

The Colony Manager will be responsible for the day-to-day operation of the facility. This will include the hiring, training and supervision of the animal caregivers, in consultation with the Deputy Director / Veterinarian. The Colony Manager will be responsible for the daily husbandry activities of the animal care staff, ordering supplies and equipment, ensuring safe work habits, recording accurate animal care data, and monitoring the physical and psychological health of the colony. This individual will oversee routine medical procedures and will report any cases requiring medical attention to the Veterinarian. The Colony Manager will work closely with the Director and Deputy Director/Veterinarian, and coordinate daily activities with the Behaviorist.

Mr. Adam Stone, B.S., LATg, is proposed for the position of Colony Manager.

Key Personnel Information
Withheld

2.3.4. Behaviorist

A behavioral researcher will oversee the behavioral management program at the facility to insure the psychological well-being of the chimpanzees. The Behaviorist will manage the environmental enrichment and animal training program and supervise the duties of the enrichment technician. This individual will be responsible for the collection of behavioral data on the individual chimpanzees in order to assess their status, progress and behavioral rehabilitation. Behavioral studies aimed at improving the welfare of captive chimpanzees at the facility and elsewhere will be conducted and results may be published. The behaviorist will work closely with the Director, Deputy Director/Veterinarian and Colony Manager to recommend appropriate housing changes during and after group formation procedures.

Chimp Haven proposes Mr. Roel Villegas for the position of Behaviorist.

Key-Personnel Information
Withheld

2.3.5. Other Personnel

Additional personnel required for the contract include the Program Administrator, Secretary, Information Technologist, Enrichment Technician, Veterinary Technician and animal care and maintenance staffs. These positions will be filled during year 3 of the contract, prior to completion of construction of the facility, so that employees can receive appropriate training before the arrival of the first chimpanzees. Twelve animal caregivers are proposed to provide optimal care, including night, weekend and holiday coverage. Initially, a small maintenance staff is proposed, including a maintenance supervisor and two maintenance workers (including a groundskeeper), because the facility will be newly constructed, be under warranty, and have limited repair needs. However, additional maintenance staff will be added during Year 7 of the contract period to reflect increased repair needs with time.

2.4. CONSULTANTS

A number of consultants will assist with areas of specialization; both in regard to the construction of the facility, implementation of the animal care program, and ongoing operations. The use of highly skilled and experienced consultants provides the most effective and cost-efficient program of animal care for the contract.

2.4.1. Facility Construction, Operation and Compliance

Consultant Information

2.4.2. Back-Up Veterinarian

NON-KEY PERSONNEL INFORMATION

2.4.3. Veterinary Pathologist

Non-key personnel information

2.4.4. Occupational Health and Safety

Non-key personnel information

2.4.5. Infectious Disease Physician

Non-key personnel information

2.5. ON-SITE TRAINING

All employees will receive initial and ongoing training in job performance, safety and biohazards, as outlined in sections 1.2.3.1. and 1.2.3.4. Informative communications, such as memos, lectures, videos, and hands-on training, will be presented in training sessions. In addition, the Chimp Haven staff will participate in informational exchanges in which new research, news or findings are presented to the staff. All employees will be encouraged to learn and grow throughout their employment period.

2.6. TRAVEL

Opportunities for continuing education, exposure to new management methods, and the ability to share information with others will be encouraged through travel to professional or scientific meetings. The professional staff will attend one professional meeting per year as part of the contract. Veterinary care during any absence of the veterinarian will be covered by the back-up veterinarian.

2.7. DIAGRAM OF ORGANIZATIONAL STRUCTURE

See following page.

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