

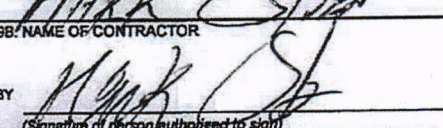

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 2
2. CONTRACT (Proc. Inst. Ident.) NO. A16PC00126		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0040287539	
5. ISSUED BY BIA GPRO 00001 115 4TH AVENUE SE Contracting Office Aberdeen SD 57401-4382	CODE A01	6. ADMINISTERED BY (If other than Item 5) DOI, BIA GPRO Contracting Office 115 4TH AVENUE SE Aberdeen SD 57401-4382		CODE A01

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) WOODBURY COUNTY JUVENILE DETENTION CENTER Attn: ATTN GOVERNMENT POC 822 DOUGLAS ST SIOUX CITY IA 51101-1029		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT PP30
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM

CODE 0071323106	FACILITY CODE
11. SHIP TO/MARK FOR BIA GPRO OJS-CORRECTIONS MC600 115 4TH AVENUE SE Suite 400 ABERDEEN SD 57401-4360	CODE 0009061546
12. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury http://www.ipp.gov	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()		14. ACCOUNTING AND APPROPRIATION DATA 01	
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
Continued		15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT			\$50,000.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print) Mark Olsen		20A. NAME OF CONTRACTING OFFICER Anita Brewer	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED 5/21/16	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 9/2/16
BY  (Signature of person authorized to sign)		BY  (Signature of the Contracting Officer)	

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Previous edition is NOT usable

STANDARD FORM 28 (Rev. 3/2013)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

Mark Olsen received by email 9-2-16.

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SCD-C

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) WOODBURY COUNTY JUVENILE DETENTION CENTER Attn: ATTN GOVERNMENT POC 822 DOUGLAS ST SIOUX CITY IA 51101-1029		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT PP30
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CODE 0071323106	FACILITY CODE
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$50,000.00

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	H	SPECIAL CONTRACT REQUIREMENTS					

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

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
19A. NAME AND TITLE OF SIGNER (Type or print) <i>Mark Spitzer</i>	20A. NAME OF CONTRACTING OFFICER Anita Brewer
19B. NAME OF CONTRACTOR BY <i>Mark Spitzer</i> (Signature of person authorized to sign)	19C. DATE SIGNED 8/31/16
20B. UNITED STATES OF AMERICA BY _____ (Signature of the Contracting Officer)	20C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
WOODBURY COUNTY JUVENILE DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	<p>WOODBURY COUNTY Establish new contract for juvenile contract beds; rate of \$150.00 a day Legacy Doc #: IA Delivery: 12/31/2016 Account Assignment: K G/L Account: 6100.254A0 Business Area: A000 Commitment Item: 254A00 Cost Center: AAKL004000 Functional Area: A0J313031.999900 Fund: 156A2100DD Fund Center: AAKL004000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 07/01/2016 to 12/31/2016</p> <p>Juvenile Bed - Jail Days Obligated Amount: \$50,000.00</p> <p>The total amount of award: \$50,000.00. The obligation for this award is shown in box 15G.</p>				50,000.00

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Not Used

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SECTION F – DELIVERIES OR PERFORMANCE

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F.2 52.242-17 Government Delay or Work

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Government Points of Contact
G.2 Contractor POC (fill-in)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DOI Electronic Invoicing
H.2 Contractor Performance Assessment Reporting System

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I.2 1452.204-70 Release of Claims – Department of the Interior
I.3 52.204-13 Central Contractor Registration Maintenance
I.4 52.215-08 Order of Precedence – Uniform Contract Format
I.5 52.217-08 Option to Extend Services
I.6 52.217-09 Option to Extend the Term of the Contract
I.7 52.232-01 Payment

PATRICK F. GILL
WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS
2016 SEP 1 9M 8 49

- I.8 52.232-25 Prompt Payment
- I.9 52.249-08 Default (Fixed-Price Supply and Service)
- I.10 52.252-06 Authorized Deviations in Clauses

SECTION B

SECTION B – SUPPLIES OR SERVICES AND PRICES

B.1 SCHEDULE

- (a) Award is made on the following schedule(s)
- (b) The schedule is subject to the terms and conditions of this contract.

Daily cost for incarceration of each inmate includes the following services:

- Meals
- Medical Services: Daily sick call, doctor for in house visitations at no additional cost to the Government
- Psychological Services: Basic mental health counselor on staff at no additional cost to the Government
- Programming: GED, 6 week in house drug and alcohol counseling (only to those who qualify).
- Medical Prescriptions: Basic over the counter medications.

INITIAL BASE SCHEDULE (7/1/2016 – 12/31/2016)

	DESCRIPTION	UNIT	UNIT PRICE
1	Incarceration of Juvenile Inmates	Per Day	\$150.00

SCHEDULE 1 – OPTION YEAR 1 (1/1/2017 – 12/31/2017)

	DESCRIPTION	UNIT	UNIT PRICE
1	Incarceration of Juvenile Inmates	Per Day	\$150.00

SCHEDULE 2 – OPTION YEAR 2 (1/1/2018 – 12/31/2018)

	DESCRIPTION	UNIT	UNIT PRICE
1	Incarceration of Juvenile Inmates	Per Day	\$150.00

SCHEDULE 3 – OPTION YEAR 3 (1/1/2019 – 12/31/2019)

	DESCRIPTION	UNIT	UNIT PRICE
1	Incarceration of Juvenile Inmates	Per Day	\$150.00

SCHEDULE 4 – OPTION YEAR 4 (1/1/2020 – 12/31/2020)

	DESCRIPTION	UNIT	UNIT PRICE
1	Incarceration of Juvenile Inmates	Per Day	\$150.00

SECTION C

**STATEMENT OF WORK
Woodbury County
Juvenile Detention Services**

SECTION 1 - DEFINITIONS 1.1

General Definitions

- 1.1.1 "BIA-OJS-D1" means the United States Department of the Interior, Bureau of Indian Affairs, Office of Justice Services, District 1 Law Enforcement - Corrections.
- 1.1.2 "District 1" means the Great Plains Region, comprised of the following states: Nebraska, North Dakota, South Dakota.
- 1.1.3 "Contractor" means Woodbury County Juvenile Detention Center.
- 1.1.4 "Agency's Jurisdiction" means the jurisdiction of the BIA-OJS-D1.
- 1.1.5 "SAC" means the District 1 Special Agent in Charge.
- 1.1.6 "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.7 "Tribal Prisoner or Tribal inmate" means a person arrested under authority of a tribal court or Code of Federal Regulations (CFR) Court having jurisdiction of the arresting agency.
- 1.1.8 "Adult" means any person who has attained the age of 18.
- 1.1.9 "Juvenile" means any person who has not attained the age of 18.

SECTION 2 - GENERAL INFORMATION

2.1 Scope of Work

The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

- 2.1.2 Purpose: The contractor will assist BIA-OJS-D1 by providing detention/correctional housing for Tribal prisoners who have been: arrested and are awaiting transports, awaiting adjudication, serving sentences, awaiting release or are convicted of tribal violations occurring in Indian Country within District 1's jurisdiction.

2.2 Contractor Personnel

- 2.2.1 The contractor shall designate a qualified facility administrator who shall be responsible for the performance of the statement of work.
- 2.2.2 The facility administrator or designee shall have full authority to act for the contractor on all matters relating to the oversight of this contract.

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr

2.2.3 The facility administrator or designee shall be available to discuss specific contract-related issues with authorized government officials.

2.2.4 The contractor shall ensure contract employees are qualified and trained in accordance with facility standards.

2.3 **Quality Control**

2.3.1 Facility Inspections, evaluations, monitoring *reports*, and intake/booking logs shall be made available to BIA-OJS-D1 staff or representatives as requested.

2.4 **Quality Assurance**

2.4.1 BIA-OJS-D1 reserves the right to visit or inspect the facility at any time to ensure adequate services are being provided.

2.4.2 BIA-OJS-D1 reserves the right to investigate any complaints of misconduct of staff towards those inmates under the BIA-OJS-D1 Jurisdiction or mistreatment of those inmates under the BIA-OJS-D1 jurisdiction.

2.5 **Contract Information**

2.5.1 Contractor Woodbury County Juvenile Detention Center.

Facility Administrator Mark Olsen
822 Douglas Street – 4th Floor
Sioux City, Iowa 511012
(712) 279-6621 (Facility Number)
(712-234-2900 (Fax Number)
E-mail-molsen@sioux-city.org

2.5.2 BIA-OJS-D1 Representative Robert Begay, Correctional Program Specialist
District 1, Division of Corrections
Great Plains Regional Office
115 4th Ave. SE, Suite 400
Aberdeen, South Dakota 57401
Telephone Number: 605-226-7347
Fax Number: 605-226-7349

SECTION 3 - SPECIFIC TASK

3.1.1 The contractor will accept tribal persons who have committed violations of tribal criminal law and who are placed there by an arresting law enforcement agency or the tribal court or CFR court exercising Jurisdiction over the Inmate.

3.1.2 The contractor agrees to house tribal inmates subject to the same conditions as any other person housed within the facility.

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr

- 3.1.3 No Bureau or tribal arrestee/prisoner shall be released without written order from the court of jurisdiction over the inmate or at direction of the BIA-OJS-D1 Facility Administrator or his/her designee responsible for the housing of the inmate.
- 3.1.4 If the contractor is a Juvenile facility, the contractor will not be required to accept anyone over the age of 18.
- 3.1.5 If the arresting agency is booking the arrestee into the facility without a BIA-OJS-D1 employee present, the contractor will accept the arrestee and notify the BIA District 1 SAC or his/her designee via email of the incarceration.
- 3.1.6 Any unusual incident which affects any Bureau or Tribal Inmate/prisoner held under this contract is to be reported to the BIA District 1 SAC or his/her designee within twenty-four (24) hours of occurrence. If the incident resulted In death, serious injury or medical condition, escape, or change in location of prisoner, the contractor will Immediately notify the BIA District 1 SAC or his/her designee.
- 3.1.6a Emergency Contacts to be utilized in order:
- Jeremiah Lonewolf, Special Agent in Charge, District 1
Office telephone number: (605) 226-7347
Gov't Cell phone number: (605) 380-5410
email Address: jeremial.lonewolf@bia.gov
- Joel Chino, Assistant Special Agent in Charge, District 1
Office telephone number: (605) 226-7347
Gov't Cell phone number: (605) 228-6623
email Address: joel.chino@bia.gov
- Robert Begay, Correctional Program Specialist, District 1
Office telephone number: (605) 226-7347
email Address: warren.lebeau@bia.gov
- 3.1.7 Bureau or Tribal prisoner/inmate under this contract are not eligible for community service without the express written approval of the tribal court of jurisdiction.
- 3.2 **Medical**
- 3.2.1 Whenever feasible and practicable, medical and dental needs of tribal prisoners, who are being held on behalf of the Bureau of Indian Affairs, Division of Corrections, shall have these services provided by the Indian Health Service or a tribal health care facility/provider.
- 3.2.2 The contractor will notify BIA District 1 SAC or his/her designee of the inmates need for medical or dental attention that is not deemed extreme emergency. The District SAC or his/her designee will make the appropriate determination of where services will be provided to the inmate.
- 3.2.3 In cases of extreme emergency, where it is not feasible or practicable to seek BIA-OJS-D1 advise in advance, the contractor may obtain care for the prisoner at local, Federal or State facilities as the emergency dictates. The contractor will notify the BIA-OJS-D1 as soon as reasonably possible of the emergency situation. In such Instances the care provider will be advised by the contractor to contact the nearest IHS facility for further instructions or for claims advice within 72 hours.
- 3.2.4 The contractor shall notify BIA District 1 SAC or his/her designee of the emergency as soon as practicable.

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr

3.2.5 The following are the nearest IHS facilities to the contractor:

Winnebago Hospital
US Highway 77-75
Winnebago, NE 68071
(402)-878-2231

3.2.6 In case of extreme emergency only, the following health care facility will be used:

Not applicable as this contractor works solely with the Winnebago Hospital, which is Indian Health Services facilities.

3.2.7 In instances where IHS rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other Federal or State programs, the contractor will obtain an invoice from the provider. The contractor will submit the invoice to the BIA-OJS-D1 District Office for payment.

3.2.8 BIA-OJS-D1 will reimburse the contractor for medical services which were reported to the BIA-OJS-D1 District Office. BIA-OJS-D1 will reimburse the contractor for pre-approved medical, mental and dental healthcare and medications (for contractor supplied medications refer to section 3.2.13 of this SOW).

3.2.9 Original invoices from the health care provider must be attached to the contractor's board bill. Invoices must contain the name and address of the vendor, full name of the inmate, itemized description of services provided, date of service, cost of treatment and/or medication, and total amount to be reimbursed by BIA-OJS-D1. A statement certifying the accuracy of the invoice shall be placed on the bottom of each medical voucher by the contractor's facility administrator.

3.2.10 The contractor will provide an appropriate release of information form. The contractor will be responsible for obtaining the inmate's medical records, provided the inmate has signed the release of information form.

3.2.11 The contractor will be responsible for providing medical screening of the inmate at the time of booking. The agency responsible for delivery of the arrestee to the contracting facility shall provide information regarding any known medical concerns at time of booking.

3.2.12 The contractor may refuse to house any BIA-OJS-D1 prisoner at any time and for any reason, and may for any reason, require BIA-OJS-D1 to remove any, or all, of its' prisoners from the facility within a reasonable time period (i.e.: allowing the facility administrator time to locate other housing conditions for the inmate population etc..) but no later than 24 hours upon notification of a removal request.

3.2.13 The contractor will provide necessary medications to BIA-OJS-D1 inmates as would be provided to any other Inmate housed in the contractors' facility that is funded through the contractors' budget.

3.3 Psychological Services

3.3.1 The contractor will provide facility based psychological services to the BIA-OJS-D1 inmates in accordance with the contractors' policies and procedures governing this service.

3.4 Programming Services

3.4.1 The contractor will provide facility based programming of the BIA-OJS-D1 inmates in accordance with the contractors programming policies and procedures governing these services.

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr

3.4.2 The following programming services may be provided to the inmates per facility policy:

1. Drug and Alcohol Counseling
2. Domestic Violence Counseling
3. Anger Management
4. General Education Diploma Schooling
5. Juvenile Education
6. Vocational Training

3.5 Transportation Services

3.5.1 The contractor will provide transportation of inmates from various locations as approved by BIA-OJS-DOC SAC or his/her designee on an as needed bases ONLY with prior approval from BIA-D1.

SECTION 4- NEGATIVE DECLARATION

- 4.1 This Statement of Work (SOW) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this SOW shall be construed to impact or impair the extradition authority and processes of the parties.
- 4.2 Nothing in this SOW shall be construed as waiving the sovereign Immunity of the County or their employees from suit in State, Tribal or Federal court. Liability for suit In State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this agreement. Nothing in this agreement waives the sovereign immunity of the United States or BIA Law Enforcement Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. 2401.2671.2680

SECTION 5 - BOARD BILL

5.1 The contractor will submit, by the tenth day of each month, 2 copies of a board bill for the previous month's costs of housing BIA-OJS-D1 inmates. Any discrepancies shall be justified in writing by the contractor.

5.1.1 The board bill will contain:

- (a) name and address and phone number of contractor
- (b) contract number
- (c) date the board bill was prepared
- (d) name of each inmate housed under this contract
- (e) date inmate entered facility
- (f) date inmate was released from facility
- (g) total number of days inmate was physically housed by the contractor
- (h) daily inmate rate
 - (I) total amount to be paid by BIA-OJS-D1

5.2 One monthly board bill is to be sent in accordance to the IPP requirements stated in the contract.

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr

5.3 The 2nd monthly board bill is to be faxed or emailed to:

District 1 Corrections Office
Robert Begay, COR
Fax No. (605) 226-7349
Email Address: robert2.begav@bia.gov

SECTION 6- HOLD HARMLESS

6.1 The contractor agrees to hold harmless the BIA-OJS-D1 from:

6.1.1 Violations of constitutional rights arising from the detention of person in the contractors' facility pursuant to this SOW.

6.1.2 The BIA-OJS-D1 and the contractor agrees to assume their own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this agreement.

SECTION 7 - INDEMNIFICATION, LIABILITY AND INSURANCE

7.1 The BIA-OJS-D1 assumes no liability and will not defend or indemnify for any claims, Judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising *from* the actions of the contractor or Its officers, pursuant to this SOW.

7.2 The contractor assumes no liability and will not defend or Indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS-D1

7.3 Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance

7.4 Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.

7.5 The contractor agrees to provide a copy of "Certificate of Insurance" to the BIA-OJS-D1 and Immediately notify the BIA-OJS-D1 if said Insurance is cancelled at any time during the term of this SOW.

SECTION 8 - PORTIONS OF THE SOW THAT DO NOT APPLY

8.1 The following sections do not apply to this specific SOW:

3.1.4a does not apply

3.1.5 does not apply

3.2.2 does not apply

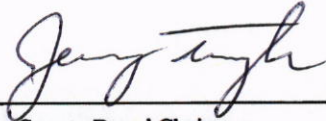
3.3 does not apply



Jeremiah Lonewolf, Special Agent in Charge
BIA-OJS-District 1 Law Enforcement

8-23-16
Date

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr



Jeremy Taylor, Woodbury County Board Chairman
Woodbury County Juvenile Detention

8-30-2016

Date

Signatures on this form indicate that the terms and conditions established in this Statement of Work have been negotiated between the Bureau of Indian Affairs, District 1, Law Enforcement - Corrections, and the contract correctional facility identified in this document.

It is understood that the BIA-OJS-D1 employee negotiating the terms of this SOW, does not have the authority to obligate the Federal Government into any contractual agreement. This document is a portion of the entire contract that may be authorized by the proper Federal organization with the authority to obligate the Federal Government into contractual agreements.

**SECTION D – PACKAGING AND
MARKING**

NOT USED

SECTION E

SECTION E – INSPECTION AND ACCEPTANCE

E.1 52.246-4 Inspection of Services – Fixed-Price

August 1996

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

SECTION F – Deliveries or Performance

F.1 52.242-15 STOP-WORK ORDER

AUGUST 1989

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G – CONTRACT ADMINISTRATION

G.1. Government POC for Contractual Matters

Anita Brewer, Contract Specialist
Bureau of Indian Affairs, GPRO
115 4th Avenue SE, Suite 400
Aberdeen, SD 57401
605-226-7745
anita.brewer@bia.gov

Government POC for Technical Matters

Jerimiah Lonewolf, Special Agent in Charge
Bureau of Indian Affairs, OJS, District 1, Law Enforcement
115 4th Avenue SE, Suite 400
Aberdeen, SD 57401
Office (605) 226-7347
mario.redlegs@bia.gov

G.2 Offerors are requested to designate a person who will be in charge of the overall administration of this contract.

Name: Mark Olsen

Title: Director

Address: 822 Douglas St., 4th floor

Sioux City, IA 51101

Telephone: 712-279-6622

E-Mail Address: molsen@woodburycountyiowa.gov

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DOI ELECTRONIC INVOICING

**Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP)
(September 2011)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: SCANNED INVOICE (itemized Board Bill as identified in Section 5.2 of the SOW):

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

H.2 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) JULY 2010

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval

System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position, title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, system requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramification of the assessed performance. In addition to the ratings and supporting narratives, blocks 1-17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation s "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

PART II – CONTRACT CLAUSES

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

This contract incorporates one or more 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/these address(es):

<https://www.acquisition.gov/far/>
<http://www.doi.gov/pam/diapr.html>

Clause	Title	Date
52.202-01	Definitions	November 2013
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	May 2014
52.203-06	Restrictions On Subcontractor Sales To The Government	September 2006
52.203-07	Anti-Kickback Procedures	May 2014
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	May 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	October 2010
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	May 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	October 2015
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	October 2015
52.215-02	Audit and Records – Negotiations	October 2010
52.216-04	Economic Price Adjustment – Labor and Material	January 1997
52.217-02	Cancellation Under Multiyear Contracts	October 1997
52.222-03	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	April 2015
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	October 2015
52.222-36	Affirmative Action For Workers with Disabilities	July 2014
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	February 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	December 2010

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr

52.222-41	Service Contract Act of 1965	May 2014
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts).	May 2014
52.222-44	Fair Labor Standards Act and Service Contract Act – Price Adjustment	May 2014
52.222-50	Combating Trafficking in Persons	March 2015
52.222-54	Employment Eligibility Verification	October 2015
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	August 2011
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.227-01	Authorization and Consent	December 2007
52.229-03	Federal State, and Local Taxes	February 2013
52.232-18	Availability of Funds	April 1984
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	July 2013
52.233-01	Disputes	May 2014
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.237-03	Continuity of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-01	Changes – Fixed Price	August 1987
52.246-25	Limitation of Liability – Services	February 1997
52.249-02	Termination for Convenience of the Government (Fixed-Price)	April 2012
52.253-01	Computer Generated Forms	January 1991

I.2 1452.204-70 RELEASE OF CLAIMS – DEPARTMENT OF THE INTERIOR JULY 1996

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.3 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE JULY 2013

(a) *Definition.* As used in this clause--

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and

complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support he legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

I.4 52.215-08 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT OCTOBER 1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

I.5 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days.

I.6 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Five (5) years .

I.7 52.232-01 PAYMENT

APRIL 1984

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if --

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I-8 52.232-25 PROMPT PAYMENT

JULY 2013

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments --

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's

invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment.)

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-

-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

- (ii) Affected contract number and delivery order number if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

I-9 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

April 1984

(a)

(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to --

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (1) acts of God or of the public enemy,
- (2) acts of the Government in either its sovereign or contractual capacity,
- (3) fires,
- (4) floods,

- (5) epidemics,
- (6) quarantine restrictions,
- (7) strikes,
- (8) freight embargoes, and
- (9) unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any

(1) completed supplies, and

(2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract.

Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

Contract Bed Space for Juveniles – Woodbury County Juvenile Detention Ctr

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of the Interior Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.