SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	Page 1 of 13

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
CMK0L090002		☐ SEALED BID (IFB) ☐ NEGOTIATED (RFP)		

7. ISSUED BY	CODE 00007	8. ADDRESS OFFER TO *(If other than Item 7)*
BIA-Albuquerque Acquisition Office 1001 Indian School Road NW, Room 347 Albuquerque,NM 87104 TEL: (505) 563-3007 ext. FAX: (505) 563-3030 ext.		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)* AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
			-		

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	7-13
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-3			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	3-4			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)
				0.000

14. ACKNOWLEDGMENT OF AMENDMENTS *(the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE *	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*
GILA, COUNTY OF 1400 EAST ASH STREET,P.O. BOX 1093 GLOBE, AZ 85501-1093			Joseph Eylicio Detention Admin, Gila County

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
928	425-6051				

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
	$21,834.00	2009 - 2010 - - K0L400 - - 258A - - J3130 - - - - - - - - -

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
☒ 10 U.S.C. 2304 (c) (1) ☐ 41. U.S.C. 253(c) ( )		25

24. ADMINISTERED BY *(If other than Item 7)* CODE 00007	25. PAYMENT WILL BE MADE BY CODE ABQ
BIA-Albuquerque Acquisition Office 1001 Indian School Road NW, Room 347 Albuquerque, NM 87104	BIA-Albuquerque Accounting Operations 1001 Indian School Road NW, Suite 352 Albuquerque, NM 87104

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE
Stella Bellanger 1420-3199-1208	Stella Bellanger	12/08/2008

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33(REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53-214(c)

Total Funding: $21,834.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009 2010		K0L400		258A		J3130					

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
	The Contractor will assist BIA-OJS by providing detention correctional housing for Juvenile prisoners who have been arrested and are awaiting transport, awaiting adjudication, serving sentences, awaiting release, or are convicted of tribal violations occurring in Indian Country within the Agency's jurisdiction.					
0001	Contracted bed space for juveniles @ $131.40 per day per juvenile for TCA, CRIT, & PYT	09/30/2009 (10/01/2008 to 09/30/2009)	1.00	YR	$21,334.000	$ 21,334.00
	Funding Information: 2009 - 2010 - - K0L400 - - 258A - - J3130 - - - - - - - - - - $21,334.00					
0002	Emergency Services	09/30/2009 (10/01/2008 to 09/30/2009)	1.00	YR	$500.000	$ 500.00
	This includes emergencies such as needed medical and psychological treatment, prescriptions for inmates or emergencies such as detention center closures. This is included on a not-to-exceed basis.					
	Funding Information: 2009 - 2010 - - K0L400 - - 258A - - J3130 - - - - - - - - - - $500.00					

Total Cost: $21,834.00

This is a Cost Reimbursement Type Contract. The contract amount may increase or decrease during the term of the contract to pay for actual costs for services provided to the BIA, OJS

Shipping Addresses

Code	Detail	
0001	**Org:**	BIA - Office of Justice Services
	Addr:	400 N. 5th Street 10th Floor
		Phoenix AZ 85004
	Attn:	Vincente Anchondo, Supv. Correctional Prog. Spec.
	Phone:	(602) 379-6958 ext.
	Fax:	(602) 379-6462 ext.

Invoice Addresses

Code	Detail	
0001	**Org:**	BIA-Albuquerque Accounting Operations
	Addr:	1001 Indian School Road NW, Suite 352
		Albuquerque NM 87104
	Attn:	Cecilia Clark, Financial Manager
	Phone:	(505) 563-3151 ext.
	Fax:	(505) 563-3038 ext.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.246-05 INSPECTION OF SERVICES--COST-REIMBURSEMENT APRIL 1984

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing 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 places and times 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 any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. 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 any fee payable under the contract to reflect the reduced value of the services performed.

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

(1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; 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 I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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):

http://www.acqnet.gov/far
http://www.doi.gov/pam

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2007
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.204-07	Central Contractor Registration	July 2006
52.207-03	Right of First Refusal of Employment	May 2006
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.216-07	Allowable Cost and Payment	February 2002
52.216-11 Alt I	Cost Contract--No Fee (Apr 1984) - Alternate I	April 1984
52.216-23	Execution and Commencement of Work	April 1984
52.217-09	Option to Extend the Term of the Contract	March 2000
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-14	Limitations On Subcontracting	December 1996
52.222-03	Convict Labor	June 2003
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-41	Service Contract Act of 1965, As Amended	November 2007
52.223-06	Drug-Free Workplace	May 2001
52.226-01	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	June 2000
52.228-07	Insurance--Liability To Third Persons	March 1996
52.229-03	Federal, State And Local Taxes	January 1991

52.232-09	Limitation on Withholding of Payments	April 1984
52.232-17	Interest	June 1996
52.232-19	Availability of Funds for the Next Fiscal Year	April 1984
52.232-23	Assignment of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.232-36	Payment by Third Party	May 1999
52.233-01	Disputes	July 2002
52.239-01	Privacy or Security Safeguards	August 1996
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-13	Bankruptcy	July 1995
52.243-02 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	April 1984
52.246-25	Limitation of Liability--Services	February 1997
52.249-06	Termination (Cost-Reimbursement)	May 2004
52.249-13	Failure To Perform	June 2007
52.249-14	Excusable Delays	April 1984

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 1452.226-70 INDIAN PREFERENCE APRIL 1984

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.
(End of clause)

I.4 1452.226-71 INDIAN PREFERENCE PROGRAM APRIL 1984

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall --

(1) Designate a liaison officer who will:
i.maintain liaison with the Government and Tribe(s) on Indian preference matters; ii.supervise compliance with the provisions of this clause; and iii.administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including --

i.a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms; ii.a statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b)); iii.definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract; iv.a representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and

(v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

i.the names and addresses of all Indians seeking employment for each employment position available under this contract; ii.the number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract; iii.for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected; iv.actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract; v.reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and vi.the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.
(End of clause)

I.5 52.232-01 PAYMENTS 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.6 52.232-18 AVAILABILITY OF FUNDS APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.7 52.232-20 LIMITATION OF COST APRIL 1984

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than--

(1) the estimated cost specified in the Schedule; or

(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of--

(i) the estimated cost specified in the Schedule; or

(ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer--

(i) notifies the Contractor in writing that the estimated cost has been increased; and

(ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

52.217-9 OPTION TO EXTEND THE

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.216-01 TYPE OF CONTRACT APRIL 1984

The Government contemplates award of a Cost Reimbursement contract resulting from this solicitation.

Statement of Work
Gila County Juvenile Detention Center

SECTION 1 – GENERAL INFORMATION

1.1. Scope of Work

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

1.1.1. **Purpose.** The Gila County Juvenile Detention Center will actively assist the BIA-OJS by providing housing within its detention facility, for adult individuals who have been arrested and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or having been convicted of tribal violations occurring in Indian Country within the Truxton Canon Agency , Colorado River Agency and Pascua Yaqui Tribe jurisdiction.

1.2 Contractor Personnel

1.2.1 The contractor shall provide or designate a qualified and capable on-site contract manager who shall be responsible for the performance of the work.

1.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to the daily operation of this contract.

1.2.1.2. The contract manager or alternate shall be available during normal working hours to discuss issues relating to the contract with authorized government officials specific to this contract.

1.2.2. **Contractor Employees.** The contractor shall ensure contract employees are qualified and trained in accordance with contractor facility standards.

1.3 Quality Control

1.3.1. The contractor shall make available any reports of inspection and/or sanitation reports.

1.4 Quality Assurance

1.4.1. The government reserves the right to visit the facility to ensure adequate services are being provided.

1.5. Cost for services.

1.5.1. The cost shall be $131.40 per prisoner day.

1.5.1.1. For the purpose of computing daily cost a "day" shall begin at 12:01 a.m. and end the following midnight.

1.5.1.2. Any part of a day shall be paid on a pro-rated basis (daily).

1.6. Contract Information

1.6.1 Contractor: Gila County Juvenile Detention Center
1425 E South Street
Globe, AZ 85501
(928) 425-6051
Fax (928) 425-3952

1.6.2 Agency: Vincente M Anchondo, SCS (example)
400 N 5th street, Floor 10
Phoenix, Arizona 85001
(602) 379-6958 ext 234
(602) 541-7166 (cellular)

1.7. Period of Performance.

1.7.1. Shall be for the period beginning October 1, 2008 to September 30, 2009.

SECTION 2 - DEFINITIONS

2.1. General Definitions

2.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services.

2.1.2. "County" means the County of Gila, in the State of Arizona, and the Gila County Juvenile Detention Center, Globe, Arizona.

2.1.3. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS, Truxton Canon Agency, the Colorado River Agency and the Pascua Yaqui Tribe including within the exterior boundaries of the respective Indian Reservations and Indian Allotments.

2.1.4. "BIA-OJS Supervisory Corrections Specialist" means the Agency's District III Supervisory Correctional Specialist (SCS)

2.1.5. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.

2.1.6. "Indian reservation or reservation" means within the exterior boundaries of Indian Reservation(s) and Indian Allotments of the Pascua Yaqui Tribe and respective tribes under the jurisdiction of the Truxton Canon Agency and Colorado River Agency.

2.1.7. "Tribal prisoner or tribal inmate" means a juvenile arrested under authority of the

respective Tribal Codes(s); or convicted by a tribal court with personal jurisdiction over the offender and subject matter jurisdiction over the offense for a violation of the Tribal code, within the Tribes' and Agency's jurisdiction.

2.1.8. "Delinquent child" means a person under (18) years of age, who has committed an act that violates the Law and Order Code and/or or would be a crime if committed by an adult, or is verified fugitive from another jurisdiction. [As amended by Ordinance DOI 3(98)] or detained or convicted by a tribal court with personal jurisdiction over the child/offender and subject matter jurisdiction over the Agency's jurisdiction.

2.1.9. "Tribal violation" means a violation which offends the criminal laws of the respective Tribal Code(s). This provision will not permit the confinement of juvenile offenders whose only charge or conviction is for a status offense as defined by the Office of Juvenile Justice and Delinquency Act of 1974 and subsequent revisions.

Section 3 – Specific Tasks

3.1. The Gila County Juvenile Detention Center will accept juvenile offenders who have committed violations of tribal criminal law and who are placed there by the District III SCS or their authorized agents.

3.1.1. The Gila County Juvenile Detention Center agrees to house juvenile inmates and provide the necessary food, shelter and supervision services. Any Bureau or Tribal inmate lodged in the Gila County Juvenile Detention Center facility shall be subject to the same rules and regulations as any other person lodged within the facility.

3.1.2. Any Bureau or Tribal arrestee/prisoner awaiting adjudication or awaiting release who has not served his/her full sentence shall not be released except upon written orders from the appropriate tribal court.

3.1.3. The Gila County Juvenile Detention Center will not accept any person that has attained the age of 18 years for lodging within the facility. Gila County Juvenile Detention Center will accept female and male inmates.

3.1.4. The Agency making the arrest shall be responsible for transporting tribal arrestees and prisoners to the Gila County Juvenile Detention Center, Globe, Arizona while awaiting adjudication, serving sentence and/or while awaiting release from custody.

3.1.5. Any unusual incident which affects any Bureau or tribal juvenile inmate held under this contract/purchase order will require the Gila County Juvenile Detention Center to contact the Supervisory Corrections Specialist within twenty-four (24) hours of its' occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the

tribal arrestee or prisoner, in such instances, the Gila County Juvenile Detention Center shall immediately notify Vincente Anchondo, District Supervisory Corrections Specialist, at (602) 541-7166 or Justin Wendland, Supervisory Correctional Program Specialist, at (602) 908-7236.

3.2. Medical needs of prisoners.

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Bureau or Tribal juvenile inmates, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

3.2.2. The Gila County Juvenile Detention Center shall promptly notify the BIA-OJS, District III Supervisory Corrections Specialist, or designee of such needs to afford the Agency the opportunity to arrange for the treatment and the transport to treatment or to otherwise advise the Gila County Juvenile Detention Center on action to be taken.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Gila County Juvenile Detention Center may obtain such care for prisoners at local, Federal, or state facilities as emergency needs dictate.

3.2.3.1 In such instances the care provider will be advised by the Gila County Juvenile Detention Center to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.2. The Gila County Juvenile Detention Center shall promptly notify the Supervisory Corrections Specialist, District III of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Gila County Juvenile Detention Center:

Cobre Valley Community Hospital
5880 S Hospital Drive
Globe, Arizona 85501
(928) 425-3261

3.2.4.1. In case of **extreme** emergency only, the following Health Care Facility will be used:

Cobre Valley community Hospital
5880 S Hospital Drive
Globe, Arizona 85501
(928) 425-3261

3.2.5. In instances where Indian Health Service 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 Gila County Juvenile Detention Center will be billed by the provider.

3.2.6. BIA-OJS Division of Corrections will only reimburse the Gila County Juvenile Detention Center for medical services if the treatment has been approved by BIA-OJS. BIA-OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental and dental care and medications.

3.2.7. A medical voucher (Attachment A) will be prepared listing alphabetically the health care providers and total amount due to each vendor, the full inmate name, services provided, date of service, and total amount billed for each inmate. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Gila County Juvenile Detention Center facility administrator.

3.2.8. BIA-OJS will be responsible for providing a medical release of information form signed by the juvenile offender's parent/guardian or custodian for the purpose of obtaining the medical records.

3.2.8.1. The Gila County Juvenile Detention Center will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and booking.

3.2.8.2. BIA OJS or Tribal Police Officer shall be responsible to obtain medical clearance for any known or obvious medical needs prior to incarceration at Gila County Juvenile Detention Center.

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 Statement of Work shall be construed to impact or impair the extradition authority and processes of the Parties.

4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of Gila County Juvenile Detention Center 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 Police 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 Gila County Juvenile Detention Center will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. The board bill will contain the name and address of the Contractor, the contract or purchase order number, date that the board bill is prepared, name of each inmate housed for BIA-OJS, in conjunction with the number of days or portion of days each inmate was physically housed by the Gila County Juvenile Detention Center, daily inmate rate, and the total amount to be paid by BIA-OJS Division of Corrections. Any discrepancies shall be justified in writing by the Gila County Juvenile Detention Center.

5.1.1. The monthly board bill is to be mailed to:

Bureau of Indian Affairs
OJS-Accounting Operations
Attn: Cecilia Clark
1001 Indian School Road NW, Suite 352
Albuquerque, NM 87104

5.1.2. One copy of the board bill is to be mailed to:

Vincente Anchondo, Supervisory Correctional Specialist
BIA-Office of Justice Services
Division of Corrections/District III
400 N. 5th Street, 12th Floor
Phoenix, AZ 85004

Section 6 – Right to Refuse Placement

6.1. Notwithstanding any of the above provisions of this SOW, should a limit be set by statute, judicial, or administrative decision, or otherwise, on the number of prisoners, which the Gila County Juvenile Detention Center may lawfully lodge in its facility at any one time, then Gila County Juvenile Detention Center may refuse to lodge any BIA-OJS prisoners if the number of prisoners in the Gila County Juvenile Detention Center at that time has reached 75 % of the maximum capacity allowable by law.

Section 7 – Hold Harmless

7.1. The Gila County Juvenile Detention Center agrees to hold harmless the BIA-OJS from:

7.1.1. Violation of constitutional rights arising from the detention of persons in the Gila County Juvenile Detention Center pursuant to this SOW.

7.1.2. The BIA-OJS and the Gila County Juvenile Detention Center agrees to assume its' 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 8 - Indemnification, Liability, and Insurance

8.1 The BIA-OJS 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 County or its officers, pursuant to this SOW.

8.2. The Gila County Juvenile Detention Center 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.

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

8.4. The Gila County Juvenile Detention Center will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Grady County Detention or its agents or employees in the performance of this SOW.

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