



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM KS  
 Finance LC  
 DA MK  
 Risk Mgt. DE  
 HR NA  
 Other NA

## STAFF REPORT

BOARD MEETING DATE: January 27, 2015

**DATE:** December 26, 2014  
**TO:** Board of County Commissioners  
**FROM:** Shannon Hardy, Detention Operations Manager  
 775-328-6410, shardy@washoecounty.us *SHS*  
**THROUGH:** Sheriff Chuck Allen  
**SUBJECT:** Approve the Intergovernmental Contract between the United States Department of the Interior - Bureau of Indian Affairs and Washoe County on behalf of the Washoe County Sheriff's Office to house Federal Adult Prisoners at the Washoe County Detention Facility at the current rate of \$109 per inmate per day retroactively for the period of 1/1/2015 to 12/31/2015, with an option to extend the contract for an additional four years, expiring 12/31/2019. (All Commission Districts)

### SUMMARY

Nevada Revised Statutes 248.050 and 248.060 mandates the Sheriff to maintain custody and receive prisoners at the county detention facility. The current contract between the Bureau of Indian Affairs (BIA) and Washoe County is due for renewal. The Washoe County Detention Facility currently receives approximately 750 Bureau of Indian Affairs prisoners each year; totaling over one million dollars in revenue. The per diem rate of \$109.00 per day will remain in effect for the period of 1/1/2015 to 12/31/2015 with an option to extend the contract for an additional four years, expiring 12/31/2019. Contract submitted to first available BCC meeting once received from BIA.

**Washoe County Strategic Objective supported by this item:** Sustainability of our financial, social and natural resources.

### PREVIOUS ACTION

Although the contract between the United States Department of the Interior – Bureau of Indian Affairs and Washoe County Detention Facility has been in place for years, for unknown reasons the contract has never been presented to the Board of County Commissioners for approval.

AGENDA ITEM # 5E

### **BACKGROUND**

The Washoe County Sheriff's Office accepts and houses prisoners from the United States Department of the Interior – Bureau of Indian Affairs. The Federal Government currently reimburses Washoe County at the rate of \$109.00 per inmate, per day to house their inmates at our facility. This current contract has been in place since 2011 and is due for an additional forty-eight (48) month renewal. The new contract maintains the reimbursement rate of \$109.00 per inmate, per day but does allow the ability to renegotiate the terms should costs increase.

### **FISCAL IMPACT**

The current contract generates over one million dollars in revenue to Washoe County. The new contract is expected to maintain the same reimbursement rate of \$109.00 per inmate per day and levels of the adopted budget revenue over the next year with the option of an additional forty-eight (48) month renewal.

### **RECOMMENDATION**

It is recommended that the Washoe County Board of County Commissioners: Approve the Intergovernmental Contract between the United States Department of the Interior - Bureau of Indian Affairs and Washoe County on behalf of the Washoe County Sheriff's Office to house Federal Adult Prisoners at the Washoe County Detention Facility at the current rate of \$109 per inmate per day retroactively for the period of 1/1/2015 to 12/31/2015, with an option to extend the contract for an additional four years, expiring 12/31/2019.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve the Intergovernmental Contract between the United States Department of the Interior - Bureau of Indian Affairs and Washoe County on behalf of the Washoe County Sheriff's Office to house Federal Adult Prisoners at the Washoe County Detention Facility at the current rate of \$109 per inmate per day retroactively for the period of 1/1/2015 to 12/31/2015, with an option to extend the contract for an additional four years, expiring 12/31/2019.

|  |  |                                     |                 |
|--|--|-------------------------------------|-----------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 |  | 1. REQUISITION NUMBER<br>0040189244 | PAGE OF<br>1 18 |
|--|--|-------------------------------------|-----------------|

|               |                                      |                              |                       |                           |
|---------------|--------------------------------------|------------------------------|-----------------------|---------------------------|
| 2 CONTRACT NO | 3 AWARD EFFECTIVE DATE<br>12/18/2014 | 4 ORDER NUMBER<br>A15PX00138 | 5 SOLICITATION NUMBER | 6 SOLICITATION ISSUE DATE |
|---------------|--------------------------------------|------------------------------|-----------------------|---------------------------|

|   |                          |  |                              |
|---|--------------------------|--|------------------------------|
| 7. FOR SOLICITATION INFORMATION CALL:  | a. NAME<br>PAUL ROBINSON | b. TELEPHONE NUMBER (No collect calls)<br>602-379-4482 | 8. OFFER DUE DATE/LOCAL TIME |
|---|--------------------------|--|------------------------------|

|   |             |   |
|---|-------------|---|
| 9 ISSUED BY<br><br>BIA WRO 00011<br>2600 N CENTRAL AVENUE<br>Contracting Office<br>SUITE 400 MAILROOM<br>Phoenix AZ 85001 | CODE<br>A11 | 10 THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR<br><br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS<br><input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS.922140<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> EDWOSB<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS<br><input type="checkbox"/> 8(A)<br>SIZE STANDARD: |
|---|-------------|---|

|   |                           |   |            |   |
|---|---------------------------|---|------------|---|
| 11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE | 12 DISCOUNT TERMS<br>ACCP | <input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b RATING | 14 METHOD OF SOLICITATION<br><input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP |
|---|---------------------------|---|------------|---|

|   |                    |  |             |
|---|--------------------|--|-------------|
| 15 DELIVER TO<br><br>BIA WRO JUSTICE SVCES D III<br>2600 N CENTRAL AVENUE<br>PHOENIX AZ 85004 | CODE<br>0009062034 | 15 ADMINISTERED BY<br><br>BIA WRO 00011<br>2600 N CENTRAL AVENUE<br>Contracting Office<br>SUITE 400 MAILROOM<br>Phoenix AZ 85001 | CODE<br>A11 |
|---|--------------------|--|-------------|

|  |                    |               |   |                 |
|--|--------------------|---------------|---|-----------------|
| 17a CONTRACTOR/OFFEROR<br><br>WASHOE, COUNTY OF<br>Attn: ATTN GOVERNMENT POC<br>911 PARR BLVD<br>RENO NV 89512-1014<br><br>TELEPHONE NO 000-000-0000 | CODE<br>0070061517 | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY<br><br>Invoice Processing Platform System<br>US Department of Treasury<br>http://www.ipp.gov | CODE<br>IPP INV |
|--|--------------------|---------------|---|-----------------|

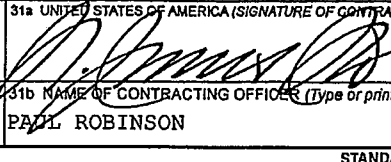
|   |   |
|---|---|
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED<br><input type="checkbox"/> SEE ADDENDUM |
|---|---|

| 19. ITEM NO | 20. SCHEDULE OF SUPPLIES/SERVICES  | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-------------|--|--------------|----------|----------------|------------|
|             | 1. a. Fixed Priced Award is issued for Adult Detention Services at \$109.00 per prisoner per day.<br>b. Incremental funding shall be provided under subsequent modification to the Order.<br><br>2. The Designated Person of Contact (POC) is Ms. Dorothy Fulton, phone number 602/ 379-6958 Ext 1809, e-mail address: dorothy.fulton@bia.gov.<br>(Use Reverse and/or Attach Additional Sheets as Necessary) |              |          |                |            |

|   |   |
|---|---|
| 25. ACCOUNTING AND APPROPRIATION DATA<br>01 | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br>\$1.00 |
|---|---|

|  |   |
|--|---|
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52.212-4. FAR 52 212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52 212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. |
|--|---|

|   |   |
|---|---|
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. | <input checked="" type="checkbox"/> 29. AWARD OF CONTRACT. OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |
|---|---|

|                                      |  |
|--------------------------------------|--|
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)<br> |
|--------------------------------------|--|

|   |                  |   |                                |
|---|------------------|---|--------------------------------|
| 30b. NAME AND TITLE OF SIGNER (Type or print)<br>Marsha Berkbigler, Chair | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (Type or print)<br>PAUL ROBINSON | 31c. DATE SIGNED<br>12/18/2014 |
|---|------------------|---|--------------------------------|

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

| 19<br>ITEM NO | 20.<br>SCHEDULE OF SUPPLIES/SERVICES   | 21<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24<br>AMOUNT |
|---------------|--|----------------|-------------|-------------------|--------------|
| 00010         | <p>3. Invoices shall be electronically submitted via the IPP System - See Section G for instructions.</p> <p>Delivery: 12/31/2015<br/>                     Account Assignment: K G/L Account: 6100.254A0<br/>                     Business Area: A000 Commitment Item: 254A00 Cost Center: AAKL004000 Functional Area: A0J312023.999900 Fund: 156A2100DD Fund Center: AAKL004000 PR Acct Assign Line: 01<br/>                     Period of Performance: 01/01/2015 to 12/31/2015</p> <p>Base Year Award for Adult Detention Services.</p> <p>The total amount of award: \$1.00. The obligation for this award is shown in box 26.</p> |                |             |                   | 1.00         |

32a QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

|   |                        |                                 |   |                      |  |
|---|------------------------|---------------------------------|---|----------------------|--|
| 32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                 |                        | 32c DATE                        | 32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |                      |  |
| 32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE                           |                        |                                 | 32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |                      |  |
|   |                        |                                 | 32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |                      |  |
| 33 SHIP NUMBER<br><br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34 VOUCHER NUMBER      | 35. AMOUNT VERIFIED CORRECT FOR | 36 PAYMENT<br><br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER     |  |
| 38 S/R ACCOUNT NUMBER   | 39. S/R VOUCHER NUMBER | 40 PAID BY                      |   |                      |  |
| 41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT                          |                        |                                 | 42a. RECEIVED BY ( <i>Print</i> )   |                      |  |
| 41b SIGNATURE AND TITLE OF CERTIFYING OFFICER   |                        | 41c DATE                        | 42b. RECEIVED AT ( <i>Location</i> )  |                      |  |
|   |                        |                                 | 42c. DATE REC'D (YY/MM/DD)  | 42d TOTAL CONTAINERS |  |

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BY REFERENCE: Applicable Service Contract Act (SCA) Wage Determination No.: 2005-2334, Rev. No. 15, 06/19/2013  
DOI POLICY - Prohibition on Texting While Driving

**REVISED 12-31-2014 / Statement of Work  
Bureau of Indian Affairs, Office of Justice Services  
Washoe County Adult Detention**

**SECTION 1 - DEFINITIONS****1.1. General Definitions**

- 1.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services (OJS).
- 1.1.2. "District" means the District III of BIA-OJS as designated in this contract.
- 1.1.3. "County" means the Washoe County, in the State of Nevada, in Reno, Nevada.
- 1.1.4. "Contractor" means the Washoe County, Nevada.
- 1.1.5. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS including within the exterior boundaries of the respective All Indian Reservation(s) and Indian Allotments.
- 1.1.6. "BIA-OJS Special Agent In-Charge" means the OJS District III Special Agent-In Charge (SAC).
- 1.1.7. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.8. "Indian reservation or reservation" means within the exterior boundaries of all respective reservations and Indian Allotments under the jurisdiction of the BIA/OJS.
- 1.1.9. "Tribal prisoner or tribal inmate" means an adult person arrested under authority of the respective BIA/OJS, CFR, Tribal Law and Order; 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 Indian Country/BIA OJS jurisdiction
- 1.1.10. "Tribal violation" means a violation which offends the criminal laws of Tribal Court or CFR Court having jurisdiction of the arresting agency.
- 1.1.11. "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.
  - 2.1.1. **Purpose.** The Contractor will 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 convicted of tribal violations occurring in Indian Country within the BIA/OJS 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 work and on-site.
    - 2.2.1.1. The facility administrator or alternate shall have full authority to act for the contractor on all contract matters relating to the operation of this contract.
    - 2.2.1.2. The facility administrator or alternate shall be available to discuss issues relating to the contract with authorized government officials specific to this contract.
  - 2.2.2. **Contractor Employees.** The contractor shall ensure contract employees are qualified and trained in accordance with facility standards.
- 2.3 **Quality Control**
  - 2.3.1. The contractor shall make available any inspection, evaluation or monitoring reports to BIA-OJS staff or representatives

**2.4. Quality Assurance**

2.4.1. The government reserves the right to visit or inspect the facility at any time via any method to ensure adequate services are being provided.

**2.5. Cost for services**

2.5.1. The cost shall be \$109.00 per prisoner per day. For the purpose of computing daily cost a "day" shall begin at 12:01 a.m. and end the following midnight.

2.5.1.1. Payment will be made for the day of the arrival but not the day of departure.

**2.6. Contract Information**

2.6.1 Contractor: Washoe County / through Sheriff Chuck Allen  
911 Parr Boulevard  
Reno, NV 89512 Phone: (775) 328-3010 Fax: (775) 328-6308

1.6.2 Agency: Joseph Brooks, Special Agent In-Charge  
2600 N. Central Avenue  
Phoenix, Arizona 85004 (602) 379-6958 (602) 379-6462 Fax

**2.7. Period of Performance**

2.7.1. Award shall be issued for the Base Year. There are four (4) POSSIBLE Option Years; the contractor is not to assume or interpret this to mean an automatic extension of contract beyond any give performance period. The Government is required to comply with FAR Clause 52.217-9 "Option to Extend the Term of the Contract" in order to exercise the Option Year clause.

**Approximate Performance Period dates:**

|                   |                               |
|-------------------|-------------------------------|
| Base Year         | 01-01-2015 through 12-31-2015 |
| Option Year One   | 01-01-2016 through 12-31-2016 |
| Option Year Two   | 01-01-2017 through 12-31-2017 |
| Option Year Three | 01-01-2018 through 12-31-2018 |
| Option Year Four  | 01-01-2019 through 12-31-2019 |

**2.8. Termination of Contract**

2.8.1. Either party may terminate this agreement, by a thirty (30) days written notice.

**Section 3 – SPECIFIC TASKS**

3.1. The Contractor will accept tribal persons who have committed violations of tribal criminal law and who are placed there by the District SAC or their authorized agents. The Contractor will also fax a weekly roster of inmates in custody Monday by close of business to (602) 379-6462 or by email to: dorothy.fulton@bia.gov.

3.1.1. The Contractor agrees to house Tribal inmates subject to the same conditions as any other person lodged within the facility; including all educational programming and substance abuse counseling and/or any other programs available. The Washoe County Detention policies and procedures shall apply to all inmates held for BIA-OJS and Tribal Agencies.

3.1.2. No Bureau or Tribal arrestee/prisoner shall be released without written orders from the appropriate tribal court.

3.1.3. The Contractor will not accept any person under the age of 18 years for lodging within the facility.

3.1.4. The arresting Agency shall be responsible for transporting Bureau or Tribal arrestees/prisoners to and from the contract detention facility.

3.1.5. The Contractor will provide transport services on a case by case basis.

3.1.6. Any unusual incident which affects any Bureau or Tribal inmate/prisoner, held under this contract is to be reported to District SAC, or designee, 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 Contractor will notify Selanhongva McDonald, Assistant Special Agent in-Charge at (602) 379-6958, or Correctional Specialist, Dorothy Fulton, immediately at (602) 908-7236.

3.1.7. Bureau or Tribal prisoner(s)/inmate(s), held under this contract are not eligible for community service without the express written approval of the District SCS.

### 3.2. Medical

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Tribal prisoners, 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 Contractor shall promptly notify the BIA-OJS District Correctional Specialist (CS), or designee, of such needs to afford the Agency the opportunity to arrange for the treatment. The Contractor will provide transport to and from the designated medical units below when necessary.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Contractor may obtain such care for prisoners at local, Federal, or State facilities as emergency needs dictate. In such instances the care provider will be advised by the Contractor to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.1. The Contractor shall promptly notify the District CS, or designee, of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Contractor:

Renown Health (non I H S)  
115 Mill Street  
Reno, NV, 89502 (775) 982-4100

3.2.5. In case of extreme emergency only, the following health care facilities will be used:

St. Mary's Regional Medical Center  
235 W. 6th Street  
Reno, NV 89503 (775) 770-3000

3.2.6. 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 Contractor will be billed by the provider.

3.2.7. BIA-OJS Division of Corrections will only reimburse the Contractor for medical services if the treatment has been pre-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.

3.2.8. A medical voucher will be prepared in the format as "Attachment A". 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 Contractor's facility administrator.

3.2.9. The Contractor will be responsible for obtaining the tribal inmate's medical records, provided the inmate has signed a release of information form. The Contractor will provide an appropriate release of information form signed by the inmate for the medical record inquiries.

3.2.10. The Contractor will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS or Tribal Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and booking.

### 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.

4.1.2. 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 Police Officers or BIA Correctional 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 the month, a board bill for the previous month's costs of housing BIA-OJS inmates. Any discrepancies between the invoice and board bill shall be justified in writing by the contractor.

5.2.1 The monthly board bill is to be submitted through IPP: Electronic invoicing is authorized for this contract. Under this contract, the following documents are required to be submitted as an attachment to the IPP Invoice: a detailed monthly invoice of incarcerated inmates with booking date/release dates.

5.2.2. 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](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

5.2.3. 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."

#### **Section 6 – HOLD HARMLESS**

6.1. The Contractor agrees to hold harmless the BIA-OJS from:

6.1.1. Violation of constitutional rights arising from the detention of persons in the Contractor facility pursuant to this SOW.

6.1.2. The BIA-OJS and the Contractor 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 Contract.

#### **Section 7 - INDEMNIFICATION, LIABILITY, AND INSURANCE**

7.1. 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 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.

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

7.4. The Contractor will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Contractor or its agents or employees in the performance of this SOW.

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

**SECTION F DELIVIERERS OR PERFORMANCE**

1. a. Award shall be issued for the Base Year.
  - b. There are four (4) POSSIBLE Option Years; the contractor is not to assume or interpret this to mean an automatic extension of contract beyond any give performance period.
  - c. The Government is required to comply with FAR Clause 52.217-9 "Option to Extend the Term of the Contact" in order to exercise the Option Year clause
2. Performance periods are estimated to be as follows:
- |                      |                               |
|----------------------|-------------------------------|
| a. Base Year         | 01-01-2015 through 12-31-2015 |
| b. Option Year One   | 01-01-2016 through 12-31-2016 |
| c. Option Year Two   | 01-01-2017 through 12-31-2017 |
| d. Option Year Three | 01-01-2018 through 12-31-2018 |
| e. Option Year Four  | 01-01-2019 through 12-31-2019 |
3. In compliance with FAR Clause 52.223-18 and DOI "No Texting While Driving", the Contractor should have an enforced "No Texting While Driving" policy when performing services under this Order.
  4. By Reference: Applicable Service Contract Act (SCA) Wage Determination No. 2005-2334, Rev. No. 15, 06/19/2013.

**SECTION G CONTRACT ADMINISTRATION DATA**

**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 [CO to edit and include the documentation required under this contract]: NONE

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](mailto: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.

**SECTION H SPECIAL CONTRACT REQUIREMENTS****CONTRACTOR PERFORMANCE INFORMATION (DIAPR) 2010-14, Amendment 1****CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (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, systems 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 ramifications 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 as "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 of 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.

**1. 52.212-4 Contract Terms and Conditions - Commercial Items (May 2014)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights— (1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

(x) 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, 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.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.—*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.