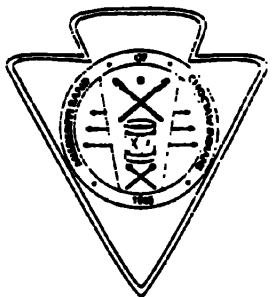


UGC 9582

MISSISSIPPI BAND OF CHOCTAW INDIANS
OFFICE OF THE TRIBAL CHIEF



TRIBAL OFFICE BUILDING
POST OFFICE BOX 6010
PHILADELPHIA, MISSISSIPPI 39350
TELEPHONE (601) 656-5251
FAX (601) 656-5333

July 27, 1999

Mr. Lawrence M. Noble
General Counsel
Federal Election Commission
Washington DC 20463

Attn: Mr. N. Bradley Litchfield

Supplement To
ADR 1993-12

Aug 29 14 11 1999
93-111-2
11:11:10

Dear Mr. Noble:

Thank you for the follow-up on our letter of June 28, and your taking the time to fully consider both our request and the unique situation in which we, as the tribal government of a federally-recognized Indian tribe, find ourselves.

Enclosed are copies of three current agreements between the federal government and the tribe entered into under the auspices of the Indian Self-Determination Act, P.L. 93-638. Please note that although the agreement mechanism is usually referred to as a "contract," 1) the Indian Self-Determination Act amendments provide that the mechanism is not a classic procurement contract, and 2) one of the three examples we have enclosed is actually a grant rather than a contract.

Insofar as the tribe's economic enterprises are concerned, I am enclosing a copy of the one federal contract that we have received so far, a contract (in the form of a purchase order) to print posters for the U.S. Department of the Interior by the First American Printing and Direct Mail Enterprise, chartered by the Tribal Council and located in Ocean Springs, Mississippi. Although we have had but one direct federal contract, we anticipate that the number will increase; and have in fact submitted a proposal for involvement of one of our enterprises in the Superconducting Super Collider project in Texas.

Please feel free to ask for any additional information you might need.

Sincerely,

Philip Martin
Philip Martin
Chief

PM:ab

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE OF PAGES

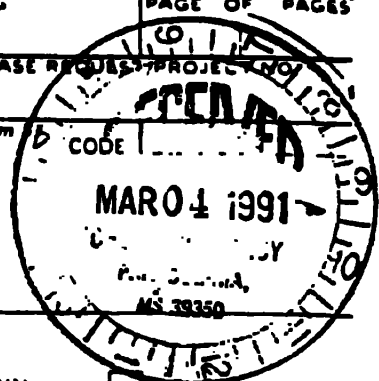
2. CONTRACT (Proc Inst Ident) NO. **CIS78T98007**

3. EFFECTIVE DATE **10/01/90**

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ADMINISTERED BY (If other than Item 6) **BIA/EASTERN AREA OFFICE**

ISSUED BY **BIA/EASTERN AREA OFFICE** CODE **22203**
ATTN: SUITE 260/CONTRACTS & GRANTS
3701 NORTH FAIRFAX DRIVE
ARLINGTON, VIRGINIA



7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State, and ZIP Code):
MISSISSIPPI BAND OF CHOCTAW INDIANS
POST OFFICE BOX 6010
CHOCTAW BRANCH
PHILADELPHIA, MISSISSIPPI 39350

8. DELIVERY FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN **Item #5 Thru Choctaw Agency**

ORIGINAL

11. SHIP TO/MARK FOR CODE **Same as item No. 5** FACILITY CODE

12. PAYMENT WILL BE MADE BY **BIA/EASTERN AREA OFFICE** CODE **22203**
ATTN: SUITE 260/BR. OF FIN. & ACCING.
3701 NORTH FAIRFAX DRIVE
ARLINGTON, VIRGINIA

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 USC 2304(c)(1) 25 USC 450f & 25 CFR 271 41 USC 253(c)(10)(15)

14. ACCOUNTING AND APPROPRIATION DATA **See attached 'FINANCIAL INFORMATION FOR OBLIGATION' sheet.**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	To administer the 'LAW ENFORCEMENT PROGRAM' for Fiscal Year 1991, effective 10/01/90 Thru an indefinite period of time unless requested for change. The funding for this contract for FY 91 is tentative and subject to revision, increase or decrease upon receipt of actual Congressional appropriations and the allocation of these funds by the Washington, D.C. Office.				\$ 868,893.00
15G. TOTAL AMOUNT OF CONTRACT					\$ 868,893.00

16. TABLE OF CONTENTS

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

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return original 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. **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

A. NAME AND TITLE OF SIGNER (Type or print)
Phillip Martin, Tribal Chief
Mississippi Band of Choctaw Indians

20A. NAME OF CONTRACTING OFFICER
Edward J. Lovelette, Contracting Officer
WS #1420-4166-0892-IV

19. NAME OF CONTRACTOR
Phillip Martin
(Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA
Edward J. Lovelette
(Signature of Contracting Officer)

19C. DATE SIGNED **11/29/90**

20C. DATE SIGNED **11/29/90**

CONTINUATION SHEET

CONTRACT NUMBER: CTS78T98007

CONTRACTOR: MISSISSIPPI BAND OF
CHOCTAW INDIANS

MODIFICATION NUMBER:

FINANCIAL INFORMATION
FOR OBLIGATION
'LAW ENFORCEMENT PROGRAM' FY 91

<u>CONTRACT NUMBER</u>	<u>ACCOUNTING AND APPROPRIATION DATA</u>	<u>CONTRACT BALANCE BEFORE</u>	<u>MODIFICATION (-)/(+)</u>	<u>CONTRACT BALANCE AFTER</u>
CTS78T98007 FY 91				
001	S78-01/1/3915/2361	-0-	-0-	\$683,500.00
002	S78-01/1/3215/2664	-0-	-0-	185,393.00
	Contract Total	-0-	-0-	\$868,893.00

SECTION B

SERVICES AND COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
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B.1	The Contractor shall provide Law Enforcement Services for the members of the Mississippi Band of Choctaw Indians in accordance with the requirements of this contract.	
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The estimated cost is based on the attached budget.

B.1

LAW ENFORCEMENT

BUDGET OF SCHEDULED ALLOWABLE COSTS

1. Personnel	\$391,208.00
2. Fringe Benefits	105,626.00
3. Travel	4,000.00
4. Supplies	9,000.00
5. Other Cost	<u>173,666.00</u>
TOTAL DIRECT COST	\$683,500.00
INDIRECT COST	<u>\$185,393.00</u>
CONTRACT TOTAL	\$868,893.00

SECTION C

DESCRIPTION/SPECIFICATIONS

C.1. PURPOSE

The Bureau program(s) to be performed under this P.L. 93-638 renewal contract between the Bureau of Indian Affairs (BIA) and the Mississippi Band of Choctaw Indians is to provide for the continued operation and administration by the Tribe of the Law Enforcement Program.

C.2. SCOPE OF WORK

The Tribe entered into a Mature Contract for the operation of the Bureau program entitled Law Enforcement Program.

The Tribe shall adhere to all requirements under 25 CFR 11.303 and 11.304 must be met. The recordkeeping requirements for drug and narcotic incidents required under the Anti-Drug Act of 1986 shall be fulfilled. The integrated Police/Law Enforcement Management System will be used to meet the requirements of the Anti-Drug Act of 1986 and the Uniform Federal Crime Reporting Act of 1986. The recordkeeping requirements of the National Incident Based Reporting System shall be fulfilled. The Tribe shall develop and maintain a tribally-approved law enforcement policies and procedures manual to ensure the uniform and equitable treatment of the public.

In detention, all requirements under 25 CFR 11.305 will be met. All requirements for handling and treatment of juveniles under the Juvenile Justice and Delinquency Prevention Act of 1974 will be met.

The Medical assessment requirements under the Anti-Drug Act of 1986 will be met. The recordkeeping requirements under the Uniform Federal Crime Reporting Act of 1988 will be met. Inspections of the corrections center will be conducted regularly. The Tribe shall develop and maintain policies and procedures for the operation of the detention facility which specifically address the security of the facility and provide for the fair and equitable treatment of the prisoners.

Program Data: Violations of the Major Crimes Act, Suicide/Attempted Reports, Civil Rights Complaints/Violations, Law Enforcement Program Report, Motor Vehicle Statistics, Law Enforcement Incident Statistics, Non-Law Enforcement Incident Statistics, Child Abuse/Sexual Molestation Reports, Drug/Narcotics Incidents, Prisoner Incarceration/Inventory System Data, Civil Rights Complaints/Allegations.

SECTION C

DESCRIPTION/SPECIFICATIONS

Deliverables: Monthly and annual reports containing required program data, and site, health and sanitary inspections. The proposed goals for each of the programs are as follows:

- C.2.1** To provide Law Enforcement services within the exterior boundaries of the reservation and on Choctaw School lands to include the preservation of the public peace and order, the prevention and detection of crime, the apprehension of offenders, the protection of persons and property, and the enforcement of tribal and federal laws.
- C.2.2** To provide detention services.
- C.2.3** To coordinate operations closely with the United States Attorney, United States Marshals, United States Probation and Parole Officers, the Federal Bureau of Investigation, the Alcohol Tobacco and Firearms Division, the Bureau of Narcotics, and the Internal Revenue Service of the Treasury Department, the military services, and state officials, including district attorney, county sheriffs, and their deputies, and appropriate city police.
- C.2.4** To obtain federal officer designation for the tribal police officers.

C.3. INCORPORATION OF CONTRACTOR'S PROPOSAL

The Contractor shall, in meeting the requirements of this contract, perform work and services in accordance with the Contractor's technical proposal to the Eastern Area Office, BIA, for the Law Enforcement Program dated July 16, 1990. Provided however, that to the extent that any provisions of the contract clauses are in conflict or are inconsistent with any provisions of said proposal, the provisions of the contract clauses shall be controlling and shall supersede the provisions of said proposal.

SECTION F

DELIVERIES OR PERFORMANCE

F.1. PERIOD OF PERFORMANCE

The Performance Period of this contract shall begin on 10/01/90, and shall be in effect for an indefinite period. However, this contract may be terminated through a; 1) retrocession as provided in Section 105(e); or 2) program reassumption as provided in Section 109 of 20 BIAM Supplement 1, Release 1 Indian Self-Determination and Education Assistance Act Amendments of 1988, Public Law 100-472. Interim Guidelines.

F.2. BUDGET REVISION

If any performance review conducted by the Contractor discloses the need for change in the project budget, the Contractor shall submit a request for budget revision. The "project budget" means the financial expression of the program approved in the contract award and shall be related to performance for program analysis purposes.

The Contractor shall request approval(s) promptly from the Contracting Officer for Budget revisions whenever:

The revisions result from changes in the scope or the objectives of the contract supported projects.

The revisions indicate the need for additional federal funding.

The revisions pertain to addition of items requiring prior approval by the Contracting Officer in accordance with any other part of this contract.

All requests for budget revisions requiring prior approval, shall be submitted to the Contracting Officer for approval. All requests shall be signed by the appropriate office of the Contractor.

Except as limited by the clauses in this contract entitled "Allowable Cost," "Subcontracting," and "Property Requirements," the Tribal Contractor may rebudget within the approved budget to meet unanticipated requirements without obtaining advance approval from the Contracting Officer provided that such budget revisions do not significantly affect the level or nature of services, i.e., do not change the approved program to be carried out under the contract. Any such rebudgeting must be for costs or activities otherwise allowable under this contract. The Tribal Contractor shall provide written notice of its intent to rebudget no less than 15 days before making the expenditure. Having provided the required notification, the Tribal Contractor may proceed with the expenditure after 15 days.

SECTION F

DELIVERIES OR PERFORMANCE

F.3. FURNISHING PERSONNEL

The Contractor shall furnish such personnel needed to perform the program contracted. Specifically, the Contractor shall employ the key personnel described in the "Schedule of Key Personnel". See Section J of this contract. Key personnel shall be assigned to perform those services described in their position descriptions contained in the "Schedule of Key Personnel". Contractor shall notify the Contracting Officer of any changes in Key Personnel, although Contracting Officer approval of changes in Key Personnel is not required.

F.4. FURNISHING FACILITIES, EQUIPMENT, SUPPLIES AND SERVICES

Unless otherwise, expressly provided in the "Schedule of Government Furnished Property," the Contractor shall furnish all facilities, Equipment supplies and services needed to perform this contract.

Pursuant to section 203(e) of Public Law 101-644, amending section 105(f) of Public Law 93-638, the Secretary of the Interior is authorized to donate to a Contractor excess and surplus real and personal property of the Federal government. The provisions of section 2.2H ("Excess Personal Property Donation") of the Interim Guidance (20 BIAM Supplement 1, Release 1) set forth in F.5 shall apply to this contract.

F.5. EXCESS PERSONAL PROPERTY DONATION

Section 105(f)(2) of the Indian Self-Determination and Education Assistance Act provides for the acquisition and donation of personal property found to be excess to the needs of the Bureau, and the General Services Administration, to Tribal Contractors for use under contracts and grants awarded under the Act. Non contract related excess property may also be made available to the Tribal Contractors pursuant to other law.

- (1) The cognizant Bureau accountable property officers may declare existing Bureau personal property assigned to, and acquired under existing contracts to be excess to Bureau needs, upon the recommendations of a Board of Survey; and donate such property to Tribal Contractors for use under the contracts. Title to all personal property donated to tribes and tribal organizations shall vest in such tribes and tribal organizations.
- (2) In transferring such personal property to tribes and tribal organizations, the cognizant Bureau accountable property officers shall:

SECTION F

DELIVERIES OR PERFORMANCE

- (a) Complete a full inventory of such property prior to donation and record the transfer in the contract file(s), and other appropriate documents;
 - (b) Advise Tribal Contractors that property inventory records must be maintained, and that maintenance programs must be implemented.
 - (c) Advise Tribal Contractors that the Bureau may retain the right to repossess the donate excess or surplus personal property in the event of a contract retrocession or reassumption.
- (3) Bureau Contracting Officers shall modify affected contracts to delete or add personal property inventory listings, with Contractor approval.
- (4) Bureau accountable property officers may also donate to tribes and tribal organizations, other personal property (not currently assigned to existing contracts and grants) found to be excess to the needs of the Bureau. In such instances, an inventory and a Board of Survey must be completed and such donation must be recorded, by deleting same from the official Bureau automated listings.

F.6. SPECIAL PERFORMANCE STANDARDS

SECTION G

CONTRACT ADMINISTRATION DATA

G.1. CONTRACT PAYMENTS

For performing this contract, the Contractor shall be reimbursed for its allowable direct and indirect costs, when applicable, not to exceed the total allocated amount for this contract, of which the amount is stated in Item 15G of the Award/Contract [(SF-26 Rev. 04-85)], or Item 14 to the Amendment of Solicitation/Modification of Contract [SF-30 (Rev. 10-83)].

G.2. ADVANCE CONTRACT PAYMENT - P-638 CONTRACT PAYMENT SYSTEM

Contract Payments shall be made to the Contractor by the P-638 Contract Payment System as provided in General Provisions Paragraph 309.3 of this contract.

When a Contractor is deficient with respect to its administration of advance payments or fails to submit a quarterly financial report within 30 days from the date such report is due (30 days after quarter), or has failed to correct an incomplete quarterly report pursuant to a written request from the Contracting Officer, the Contracting Officer shall provide written notice of delinquency to the Contractor and the Tribe served by the Contractor and shall, to the extent possible, provide technical assistance to correct such deficiency.

"When a Contractor fails to correct any deficiency or submit the requested report within 30 days from receipt of the Contracting Officer's letter of delinquency, the Contracting Officer may, upon written notice to the Contractor, convert the contract(s) to a reimbursement payment method.

TFS Form 3881 will be provided by the Bureau of Indian Affairs (BIA) to establish the P-638 payment process and to designate the ACH/VS bank account for deposit of funds.

The Contractor must fill out an ACH/VE application, TFS Form 3881, identifying the bank, the type of account, and the account number. The Contractor must take the form to the bank where the bank officer fills out the bank related information and signs the form.

Upon completion of the TFS Form 3881 the Contractor is required to submit the completed form to the Bureau for further processing in the Bureau's financial computer system located at Albuquerque, New Mexico.

SECTION G

CONTRACT ADMINISTRATION DATA

Bureau's responsibility: Upon notification by the Contractor of P-638 payment request, the Bureau "Approving official" will prepare payment request forms and telefax the forms to the Contractor. The Contractor will fill in the payment amounts for each contract/grant line item (e.g., direct cost, indirect cost) using the BIA's form or a similar payment request form prepared by the Contractor and will telefax to the Bureau Area Office. Upon receipt, the Area Office approving official will prepare, sign and telefax the BIA's payment request forms to Albuquerque Disbursements Office for payment.

G.3. SUBMISSION OF INVOICES

The P-638 Contract Payment System advances shall be liquidated automatically prior to the Financial Status Report (SF-269). The Contractor shall be required to submit the SF-269 reports to the Contracting Officer on a quarterly basis by the 30th day after the end of a three month period.

G.4. PROPOSED BUDGET

The proposed budget contained in the contract application have been reviewed. The line items have been considered to be allowable and the amounts budgeted to be fair and reasonable. The determination whether a cost is allocable and allowable for Bureau payment under a contract is based on the cost principles set forth in OMB Circular A-87 and 25 CFR 276, Appendix A for audit purposes, it is the responsibility of the Contractor to keep current of all its financial bookkeeping records and to keep on file all documentation supporting costs incurred.

G.5. TRAVEL COSTS

The Contractor's attention is directed to 25 CFR 276, Appendix A, Part II, B.28, which provides for payment of contracts's travel costs insofar as such costs are consistent with those normally allowed in like circumstances in non-Federally sponsored activities. The Contractor is cautioned that travel costs paid by the Contractor are allowable only to the extent that they comply with the requirements set forth in 25 CFR 276, Appendix A, Part II, B-28. The Contractor is further cautioned that its travel policy must be uniformly administered and be reasonable in light of the economic conditions prevailing in the area(s) in which the travel occurs or they may be subject to disallowance.

G.6. SINGLE AUDIT ACT

G.6.1 In compliance with the "Single Audit Act of 1984 (P.L. 98-502)," and OMB Circular A-128, "Audit Requirements for State

SECTION G

CONTRACT ADMINISTRATION DATA

and Local Government," the Contractor shall have an audit performed annually, or no less than one audit every two (2) years. Failure to comply with the audit requirement will result in sanctions being taken against the recipient organizations.

G.6.2 Single Audit Act of 1984. Bureau Contracting Officers shall ensure all contracts contain provisions requiring Tribal Contractors to comply with the Single Audit Act of 1984; and to ensure all Tribal Contractors are in compliance with this provision.

- (1) Resolution of Disallowed Costs: Section 106(f) of the Act prohibits any right of action or other remedy relating to any disallowance of costs unless a Tribal Contractor is notified in writing of any disallowance of costs within 365 days of receipt of the Tribal Contract's single audit report.
- (2) Bureau Contracting Officers shall ensure any costs questioned in the annual audit, are considered and an appropriate decision is made immediately, or within 365 days of receipt of the annual audit report. Failure to make such a determination within the specified time frames will result in the Bureau's inability to recover disallowed costs.
- (3) "Date of receipt" for the purpose of this supplement, means the date on which the single audit report is received by the cognizant audit agency, Bureau's audit Liaison Officer, or the Contracting Officer, whichever is earlier.

G.6.3 Audit Exceptions

Significant and material audit exceptions shall mean:

- (1) Unresolved audit exceptions involving disallowed costs aggregating the greater of \$15,000 or 5 percent of the amount of the contract(s);
- (2) Unresolved audit exceptions involving major financial reporting deficiencies, or an opinion of the auditor qualifying the audit results because of serious departure from generally accepted accounting principles in the maintenance of the Contractor's accounts or financial records; or
- (3) Express findings of financial mismanagement or misappropriation of funds or assets.

SECTION G

CONTRACT ADMINISTRATION DATA

G.7. SECTION 7(b)

Section 7(b) of the Indian Self-Determination and Education Assistance Act (P.L. 93-638, 88 Stat. 2205, 25 U.S.C. 450e (b) states:

(b) Any contract, subcontract, grant, or subgrant pursuant to this Act, the Act of April 16, 1934 (48 Stat. 596) as amended, (the Johnson O'Malley Act) or any other act authorizing Federal contract with or grants to Indian organizations or for the benefit of Indians, shall require that to the greatest extent feasible consistent with efficient performance of the contract:

b.1 Preferences and opportunities for training and employment in connection with the administration of such contracts or grants shall be given to Indians; and

b.2 Preference in the award of subcontracts and subgrants in connection with the administration of such contracts or grants shall be given to Indian organizations and to Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1973 (88 Stat. 77) and Buy Indian Act (25 U.S.C.47).

G.8. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) representing the Government for the purpose of this contract shall be designated in writing by the Contracting Officer. Such designation will set forth the duties specifically delegated in regard to the performance of this contract. A copy of the designation will be provided to the Contractor.

The major responsibility of the Contracting Officer's Representative (COR) is to assist the Contractor in the resolution of program problems encountered during the performance of this contract including the provision of technical assistance in the development of new programs.

G.9. SUB-CONTRACTING OFFICER REPRESENTATIVE (SCOR)

The Subordinate Contracting Officer's Representative (SCOR) shall be designated by the Contracting Officer if necessary to provide assistance to the Contracting Officer's Representative (COR). A copy of the designation letter and responsibilities of the (SCOR) will be provided to the Contractor.

SECTION G

CONTRACT ADMINISTRATION DATA

G.10. ADMINISTRATION OF GOVERNMENT PROPERTY

The Property Administrator is the authorized representative of the Contracting Officer for the purpose of administering the contract requirements and obligations relative to Government Property (Government furnished and/or Contractor acquired). The Property Administrator shall be designated in writing by the Contracting Officer and a copy of the designation shall be provided to the Contractor.

Except as otherwise provided in Section F.4.2.1 (Excess Personal Property Donation) in accordance with General Provisions clause 322 (Government furnished Property) the Contractor shall establish and maintain written procedures for the maintenance, repair, protection and preservation, control of and accountability for government property furnished consistent with the provisions set forth in 43 BIAM Supplement 2, Chapter 114 H Bureau of Indian Affairs Property Management Regulations (BIA PMR).

The Contractor's procedures shall specifically address the following requirements relative to said Government property:

- (1) Provisions for adequate identification, marking, recordings, and maintenance.
- (2) Performance of an annual physical inventory.
- (3) Safeguarding of all Government Property and assuring that the property is used solely for authorized purposes.
- (4) Submission of annual report of Capitalized Nonexpendable Equipment, which reimbursement has been authorized.

All Government-owned property (Government furnished Contractor acquired) listed under previous contracts are hereby made a part of this contract.

When the contract is not to be renewed, a final inventory shall be taken by the Contractor and submitted in three copies to the Property Administrator.

The following certification signed by the authorized official of the Contractor shall be provided with each copy of the final inventory:

SECTION G

CONTRACT ADMINISTRATION DATA

I do hereby certify as (title of authorized official) of _____ that the attached inventory reports are complete and correctly list and describe all items of materials, supplies, and equipment furnished to the Contractor, or for which the Contractor has been or will be reimbursed by the Government for use in the performance of Contract No. _____ which as of this date have not been consumed in performance of this contract; and that I will immediately notify the Contracting Officer of any change affecting these inventory reports at any time prior to final disposition of the inventory.

/s/ _____
Date: _____

The Contractor agrees to provide storage facilities, including proper identification and protection, for all Government-owned property (Government furnished and/or Contractor acquired) upon completion of the contract, without cost to the Government, until disposition instructions are provided. Such disposition instructions shall be provided by the Government after the contractor's submission of the final interview.

G.11. NON-CONTRACTED PORTION OF BUREAU PROGRAM(S) - CONTRACT MONITORING

The Government, through the Bureau of Indian Affairs, will monitor all phases of the contract performance. Monitoring shall include the review of reports and records, and observing any activities that are being performed under this contract. Any provision of the contract not in compliance with its term shall be, orally and in writing, called to the Contractor's attention with a request to correct the deficiencies. The Contracting Officer, or his designated representative, shall conduct the monitoring activities so as to cause the least interruption to the operations. The Contractor shall cooperate in all reasonable ways to assist in the monitoring.

Contract monitoring by Contracting Officers and their authorized representatives shall be performed to ensure that the continuing trust, programmatic and fiscal responsibilities of the Secretary are adequately maintained by the Contractor. Notwithstanding any provision to the contrary, monitoring visits are to be held to no more than one visit per year, except for monitoring visits for contracted trust programs to assure adequate protection of the Secretary's trust responsibility.

Additional monitoring visits may be negotiated on a case-by-case basis and shall be documented as part of the written terms and conditions of the contract.

SECTION G

CONTRACT ADMINISTRATION DATA

G.12. PROHIBITION AGAINST USE OF DEPARTMENT OF INTERIOR FUNDS TO INFLUENCE LEGISLATION OR APPROPRIATIONS

No part of any funds under this contract shall be used to pay the salary or expenses of any Contractor, or agent acting for the Contractor, to engage in any activity designed to influence legislation or appropriations pending before the Congress.

G.13. CONTRACTING OFFICER

The Contracting Officer shall notify the Contractor in writing within thirty (30) days of receipt of a request for budget revision, that it is either approved or disapproved, when required.

G.14. TRAINING

All training, workshop, courses, etc., attended by the Contractor, when using funds from this contract, shall be related to the purpose of this contract. Training undertaken shall be reported in the required performance report and shall contain the titles of courses, workshops, or seminars places where they were held; person(s) attending, and any other pertinent information.

G.15. REVIEW AND APPROVAL

Review and approval of the overall performance of this contract is the responsibility of the Contracting Officer. Unless otherwise stated in writing, the COR is delegated the authority to accept or reject items delivered under the contract following necessary review. Acceptance shall be effected in the manner described in this contract.

G.16. FEDERAL SOURCES OF SUPPLY AND DISCOUNTED SERVICES

For services and supplies required under this contract, Indian tribes and tribal organizations may utilize General Services Administration's supply sources for personal property and supplies. Tribal Contractors must obtain an authorizing letter from the Contracting Officer for this purpose.

For purposes of performing this contract, an Indian tribe or tribal organization is considered a cost-reimbursement Contractor eligible to use contract air carriers and have access to preferred rates, specified in General Services Administration bulletins, as available for cost-reimbursement Contractors. The Contracting Officer must provide an authorization to the Contractor to make use of these services.

SECTION G

CONTRACT ADMINISTRATION DATA

G.17. Requests to Convert to Mature Status

- (1) A request to convert a contract to mature status from a Contractor may be in the form of a tribal council resolution or a letter from a duly authorized tribal official.
- (2) Unlike declination and funding appeals a denial of mature contract status is appealable under 25 CFR Part 2.

G.18. Modification of Contracts to Mature Status

Conversion of eligible contracts to mature status may be made with the requirement that such contracts will be modified to include all applicable regulatory provisions upon promulgation of final regulations implementing the Act.

- (1) Upon approval by Area Directors or Education Line Officers, Bureau Contracting Officers shall modify contract determined to have met the criteria specified in Sections 2.2A(3)(a) and (b) of the Intermin Guidance 20 BIAM Supplement 1, as follows:
 - (a) Remove the expiration date, as provided in Section 105(c)(1)(B) of the Act.

G.19. CONTRACT MODIFICATIONS

No unilateral modifications to contracts shall be made that will result in substantive changes without the Tribal Contractors' concurrence, except in certain situations involving construction contracts. Unilateral modifications are permissible only to correct mailing addresses, to correct typographical errors, or other non-substantive changes that do not affect the terms and conditions of the contract.

G.20. INDIRECT COST

Bureau Contracting Officers shall add, subject to the availability of appropriations, amounts of funds from the Bureau's Contract Support Fund to eligible contracts in accordance with the Tribal Contractor's current negotiated indirect cost agreement; and where applicable, under a negotiated lump sum agreement. Bureau Contracting Officers may negotiate provisional indirect cost rates, pending an approved rate from the cognizant Federal agency, with the stipulation that a date certain shall be agreed to when such provisional rates must be finalized, and the Contract Support Funds adjusted accordingly. This final adjustment must occur prior to the end of the contract year.

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CONTRACT ADMINISTRATION DATA

- (1) Process for Negotiating Indirect Cost Rates
- (a) Procedures for negotiation of indirect cost rates for fiscal years beginning Fiscal Year 1989 are specified in the attached Illustration 3 of 20 BIAM Supplement 1, Release 1 dated 9/25/90/.
 - (b) An amended or a separate indirect cost agreement may be negotiated between the Office of the Inspector General and the Tribal Contractor when the tribal Contractor's indirect cost rate will change significantly because of a new contract, such as a construction contract. Contracting Officers shall notify the Office of the Inspector General when a contract proposal is received from a tribe or tribal organization to determine its affect on the existing indirect cost rate.
- (2) Contract Support Funds for Construction Contracts
- (a) "Pass Through Funds," for the purpose of this supplement, means those funds in a contract that do not require the same degree of administrative effort as do other direct activities performed by a Contractor. These funds may include, but are not limited to, subcontracts, capitalized equipment, and capital improvements.
 - (b) "Flow Through Funds," for the purpose of this supplement, means those funds appropriated to another agency and then transferred to the Bureau for the operation of programs, services, and functions under the Act.
 - (c) Force Account. Where a Tribal Contractor performs the Construction work with its own employees, it may be entitled to indirect costs on the total amount of the contract, subject to any exclusions such as capitalized equipment, capital improvements, etc. or any pass through funds.
 - (d) Flow Through Funds. Contract Support Funds appropriated to the Bureau, shall not be added to construction contracts funded with flow through funds. Indirect costs required under a construction contract funded with flow through funds, must be derived from the flow through funds.

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CONTRACT ADMINISTRATION DATA

- (3) **Theoretical Over Recoveries and Actual Under Recoveries.** Illustration 3 cited in Section 2.2(F) (1)(a) of the Intermin Guidance 20 BIAM supplement I shall be followed.
- (a) The Office of the Inspector General shall negotiate new indirect cost agreements exclusive of any theoretical over recovery adjustments and shall revise Fiscal Year 1989 indirect cost rates to exclude any theoretical over recovery adjustments, as provided in Section 106(d)(1) of the Act.
 - (b) As provided in Section 106(e) of the Act, tribes and tribal organizations shall not be held liable for amounts of indebtedness attributable to theoretical or actual under recoveries, or theoretical over recoveries of indirect costs incurred for fiscal years prior to Fiscal Year 1992 (Section 203(a) of Public Law 101-644).

G.21. FEDERAL TORT CLAIMS ACT (FTCA) COVERAGE

Section 102(c) of the Act requires the Secretary, beginning in Fiscal Year 1990, to obtain or provide liability insurance or equivalent coverage for tribes and tribal organizations carrying out contracts under the Act.

- (1) Public Law 100-121, the Interior and Related Agencies Appropriations Act of 1990, extends for Fiscal Year 1990, Federal Tort Claims coverage to Tribal Contractor to cover claims resulting from the performance of programs carried out under the Act as follows:
 - (a) Employees of Tribal Contractors are deemed as employees of the Bureau for the purposes of FTCA for claims brought against them while carrying out authorized activities under the contract.
 - (b) Any civil action or administrative proceeding brought against Tribal Contractors, or their employees, arising out of legitimate performance of their contracts, shall be deemed an action against the United States. Such action will be defended by the United States Attorney General; and the Tribal Contractors and their employees shall be afforded the full protection and coverage of the Federal Tort Claims Act;
 - (c) FTCA coverage does not extend to the performance of activities that are not included in the contract scope of work.

SECTION G

CONTRACT ADMINISTRATION DATA

- (d) Any Tribal Contractor that desires to insure against non-contract claims must obtain private general liability insurance coverage.
 - (e) Claims must be filed for administrative consideration within two years of the injury or damage for which the claims are made, and at least 6 months after denial of a claim before a court suit is filed. All administrative claim and tort complaints shall be immediately transmitted to the Bureau tort claims officer.
- (2) Bureau offices shall immediately inform Tribal Contractors that the above provisions may be used by Tribal Contractors in reducing their present liability insurance premiums or in obtaining and negotiating new coverage.
 - (3) Bureau offices shall assist Tribal Contractors to ensure that insurance policies provide coverage for protection for those matters not covered or excluded under the FTCA (see 28 U.S.C. 2680 for exclusion).

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1. SAVINGS/UNEXPENDED FUNDS AND PROGRAM INCOME UNDER THE CONTRACT

If it becomes apparent during the contract term that the estimated amount of this contract will be in excess of actual expenditures under the contract, the identified savings or unexpended funds shall be used to provide additional services or benefits within the scope of the contract. When both the Contractor and the Contracting Officer agree that it is not practicable to spend the savings or unexpended funds during the contract period, the savings or unexpended funds shall be carried over into the succeeding contract period, except as otherwise specifically provided in appropriation acts. Without further justification, savings identified as unexpended funds shall be carried over into a succeeding contract period and added to the contract amount for that period for existing program objectives pursuant to Section 106(a)(3) or for which they were authorized to be used pursuant to Section 106(a)(3). The savings or unexpended funds shall not reduce the amount that would have been available if there had been no savings or unexpended funds.

H.2. SAVINGS/UNEXPENDED FUNDS

The Savings/unexpended funds and program income in a three (3) year contract shall be available for expenditure by the Contractor through the end of the Fiscal Year following the year of the appropriation for the first and second year of a three year contract. A modification will not be required to authorize the expenditure of unexpended funds in the first and second year of a three year contract. However, the unexpended balance must be expended by September 30 of the succeeding fiscal year. In the third and final year of a three (3) year contract a modification must be executed in order to carry-over unexpended balances into a new contract. Expenditures shall be applied to prior year (or carryover) funds first before utilizing current year funds.

H.3. SUBMISSION OF REPORTS

The submission of reports shall be in accordance with Article III, General Contract Provisions, Clause 304., Annual Reporting (BIAPR 14-H.615).

The Contractor shall make available quarterly, to members of the tribe, an accounting of the amounts and the purposes for which the contract funds were expended during the previous quarter in the following manner:

By posting a notice containing such information on or before the tenth day of each month, in a conspicuous place readily accessible to members of the Tribe or; (Ref. 25 CFR 271.49 C.1).

SECTION H

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By such other means as is mutually agreed to by the Contractor and the Bureau of Indian Affairs.

In addition to the above reporting requirement, the Contractor shall submit the following reports to the Bureau of Indian Affairs Contracting Officer.

H.4. The following Quarterly Reports shall be due within thirty (30) days after the end of each three month period unless otherwise indicated.

Financial Status Report (SF-269) - to be submitted directly to the Contracting Officer. This report shall be used to liquidate P-638 payments made during the past quarter.

Annual Narrative Report shall be due within ninety (90) days after the end of the contract term, or if a multi-year contract, within ninety (90) days after the end of each Fiscal Year and shall be submitted to the Contracting Officer for distribution to the COR for this contract.

H.4.1 Annual Narrative Report. The brief annual narrative report for the purposes of this supplement, will be as follows:

- (a) A summary of accomplishments achieved addressing each item provided in the contract statement or work;
- (b) A summary of problems encountered that may have presented accomplishment of certain provisions in the contract; and
- (c) A copy of reports, program information, or data required in the contract.

The Contracting Officer's Representative (COR) shall notify the Contractor about any delinquent reports. If the Contractor fails to submit the delinquent reports by the established deadline, the Contracting Officer's Representative (COR) shall notify the Contracting Officer of the program. The Contracting Officer will then take whatever action is necessary to ensure that the terms, conditions and general provisions of the contract are complied with by the Contractor as provided in Section G.2.2.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

Any additional reports to be provided to the Contracting Officer for proper administration of the contract shall be mutually agreed upon by the Contractor and Contracting Officer.

All reports including the SF-269's FINANCIAL STATUS REPORTS shall be sent directly to the Contracting Officer at the address shown in Item 5 of the Contract Award Document.

H.5. PRE-AGREEMENT COST

At the time of negotiations, both parties, Contractor and Contracting Officer realize that various delays may cause late signature on this contract. In order to minimize adverse delays, and in order to allow the Contractor to recover contract costs, the parties agree that all costs incurred beginning October 01, 1990, are allowed and will be reimbursed by the Government.

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GENERAL CONTRACT PROVISIONS

A. DEFINITION OF TERMS

301 DEFINITIONS (BIAPR 14H-70.603)

The following terms shall have the meanings set forth below throughout this contract:

- (a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the Department of the Interior; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.
- (b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is properly designated as a Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

B. PERFORMING SERVICES - PROGRAMS

302 FAIR AND UNIFORM SERVICES (BIAPR 14H-70.617)

The Contractor agrees that any services or assistance provided to Indians under the contract shall be provided in a fair and uniform manner.

303 BUY AMERICAN ACT (BIAPR 14H-70.633)

- (a) The Buy American Act (41 U.S.C. 10a-d) requires, with certain exceptions, that in the procurement of supplies and services only domestic source end products shall be acquired for public use.
- (b) The provisions of Part 1-6 of the Federal Procurement Regulations (41 CFR Part 1-6) deals with the Buy American Act and its application to Government contracts.
- (c) The provisions of Part 1-6 of the Federal Procurement Regulations (41 CFR Part 1-6) are applicable to this contract and any subcontracts entered into under the contract. Questions Concerning the Buy American Act and its applicability in specific circumstances should be directed to the Contracting Officer.

304 ANNUAL REPORTING. (BIAPR 14H-70.615)

- (a) Within 90 days of the end of each fiscal year of this contract's term, the Indian tribe that requested the contract shall furnish the Contracting Officer a report that includes but is not limited to an accounting

of the amounts and purposes for which the contract funds were expended and information on the conduct of the program or services and the extent to which the goals and objective of the tribe were accomplished.

- (b) When the contractor is the governing body of the Indian tribe that requested the contract, the report shall be submitted directly to the Contracting Officer.
- (c) When the contractor is a tribal organization other than the governing body of the tribe, the tribal governing body that requested the contract shall submit the report. However, at the option of the tribe, the Contractor shall prepare the report and submit it to the tribe for review and approval prior to the tribe submitting the report to the Contracting Officer.
- (d) When the contract benefits more than one tribe, the Contractor shall prepare the report and submit it to each of the tribes. Each of the tribes will endorse and make any comments they consider applicable before submitting the reports to the Contracting Officer.
- (e) Notwithstanding this requirement for an annual report, the Contracting Officer may request the Contractor to furnish such other reports at such intervals as specified by the contract.

C. COSTS AND PAYMENTS:

305. ALLOWABLE COST AND PAYMENT. (BIAPR 14H-70.625)

- (a) For the performance of this contract, the government shall pay to the Contractor (i) the costs thereof (hereinafter referred to as "allowable cost") determined by the Contracting Officer to be allowable in accordance with:
 - (i) Appendix A to 25- CFR 276 as in effect on the date of this contract.
 - (ii) The terms of this contract.
- (b) Once each month (or at more frequent intervals as may be specified elsewhere, or if approved by the Contracting Officer), the Contractor may submit to the Contracting Officer or his authorized representative, in such form and reasonable detail as may be required, an invoice or public voucher supported by a statement of cost incurred by the Contractor in the performance of this contract and claimed to constitute allowable cost.
- (c) Promptly after receipt of each invoice or voucher, the Government shall make payment of the allowable costs incurred subject to the provisions of (d) below.
- (d) At any time or times prior to final payment under this contract, the Contracting Officer may cause to be made such audit of the invoices or vouchers and statements of cost as shall be deemed necessary. Each

payment made before that time shall be subject to reduction to the extent that amounts included in the related invoice or vouchers and statements of cost are found by the Contracting Officer not to constitute allowable cost, and shall also be subject to reduction for overpayments or to increase for underpayments on preceding invoices or vouchers.

- (e) On receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and statement of cost, which shall be submitted by the Contractor as promptly as may be practicable following completion of the work under this contract but no later than six (6) months (or such longer period as the Contracting Officer may in his discretion, approve in writing) from the date of such completion, and following compliance by the Contractor with all provisions of this contract, the Government shall promptly as may be practicable pay to the Contractor any balance of allowable cost.
- (f) Any cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specification or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at its expense or without cost to the Government.

306 NEGOTIATED OVERHEAD RATES (BIAPR 14H-70.626)

- (a) Notwithstanding the provisions of the clause of this contract entitled "Allowable Cost and Payment," the allowable indirect costs under this contract shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties, as specified below.
- (b) The Contractor, as soon as possible, but not later than six (6) months after the expiration of each of the Contractor's financial years or such other period as may be mutually agreed upon by the Bureau and the Contractor, shall submit to the cognizant audit agency, with a copy to the Contracting Officer, a proposed final overhead rate or rates for that period based on the Contractor's costs experience during that period, together with supporting cost data. Negotiation of final overhead rates by the Contractor and the cognizant audit agency shall be undertaken as promptly as practicable after receipt of the Contractor's proposal.
- (c) Allowability of cost and acceptability of cost allocation methods shall be determined in accordance with Appendix A of 25 CFR 276, as in effect on the date of this contract.
- (d) The result of each negotiation shall be set forth in an addendum to this contract, which shall specify (1) the agreed final rates, (2) the bases to which the rates apply, (3) the periods for which the rates apply, and (4) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs.

- (e) Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed either at negotiated provisional rates as provided in this contract or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, the provisional or billing rates may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rates provided in this contract shall be set forth in an amendment to this contract.
- (f) Any failure by the parties to agree on any final rate or rates under this clause shall be considered a dispute concerning a question of fact for decision by the Contracting Officer within the meaning of the clause of this contract entitled "Disputes".

307 - LIMITATION OF COSTS. (SIAPR 14H-70.624)

- (a) It is estimated that the total cost to the Government for the performance of the work specified in this contract will not exceed the estimated costs set forth in the Schedule. The Contractor agrees to use its best efforts to perform this contract within the estimated total amount so specified, but neither the Government nor the Contractor guarantees the accuracy of such estimate. If at any time the Contractor has reason to believe that the costs which it expects to incur in the performance of this contract in the next succeeding thirty (30) days, when added to all costs previously incurred, will exceed eighty five percent (85%) of the estimated costs then set forth in the Schedule, or if at any time the Contractor has reason to believe that the total costs for the performance of this contract, will be greater or substantially less than the estimated cost thereof, the Contractor shall notify the Contracting Officer, in writing, to that effect, giving the revised estimate of such total cost for the performance of this contract.
- (b) The Government shall not be obliged to reimburse the Contractor for cost incurred in excess of the estimated costs set forth in the Schedule, and the Contractor shall not be obliged to continue performance under the contract or to incur costs in excess of such estimate, unless and until the Contracting Officer has notified the Contractor, in writing, that such estimated cost has been increased, and has specified in such notice a revised estimated cost, which shall thereupon constitute the estimated cost to performance of this contract. When, and to the extent that, the estimated cost has been increased, any costs previously incurred by the Contractor in excess of such estimated cost shall be allowable to the same extent as if such costs are incident to and necessary for the performance of work specifically authorized under this contract at the time incurred.
- (c) If the estimated cost is not increased, and additional funds are not allocated to the contract, and all work under this contract is discontinued because of exhaustion of funds, the Contractor shall furnish a final report on the work which has been performed and the Government shall have no obligation to make further payments hereunder.

308 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (BIAPR 14H-70.631)

(This clause is applicable where cost and pricing data is required in accordance with 14H-70.407)

- (a) If the Contracting Officer determines that any price negotiated in connection with this contract or any cost reimbursable under this contract was increased by any significant sums because the Contractor, or any subcontractor pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data" or Subcontractor Cost or Pricing Data Adjustments", or any subcontract clause therein required, furnished incomplete or inaccurate cost or pricing data or data not current as certified in his Contractor's Certificate of Current Cost or Pricing Data, then such price or cost shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction.
- (b) Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Dispute" clause of this contract. (NOTE: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors).

309. ADVANCE PAYMENTS.

309.1 ADVANCE PAYMENTS (BIAPR 14H-70.612 (a))

(This clause is applicable when advance contract payments are to be made directly to the Contractor.)

- (a) Amount of Advance. At the request of the Contractor, and subject to the conditions set forth herein, the Government shall make advance payment to the Contractor. Each payment shall be limited to the amount determined necessary for the Contractor's operation under the contract for the period of time covered by the advance, which shall not be less than two weeks, except that the final payment under the contract may be a period less than two weeks.
- (b) Payment will be made by check payable to the Contractor.
- (c) Funds advanced under this contract may not be used for any other purpose except for making payments for materials, labor, administrative and overhead expenses allowable under this contract.
- (d) The Contractor shall keep separate accounts in his accounting system which will reflect all receipts, expenditures, fund balances and

obligations under this contract.

- (e) **Return of Funds.** The Contractor may at any time repay any or all of the funds advanced hereunder when it is determined that such funds will not be required for operations under the contract; or, when requested, in writing, by the Contracting Officer, as a result of retrocession, rescission or termination for cause of this contract, the Contractor shall return such amount as may be determined by the Contracting Officer is not required for settlement of outstanding obligations.
- (f) **Liquidation.** If not otherwise liquidated, the advance payment(s) made hereunder shall be liquidated as herein provided. When the sum of all the estimated payments remaining due on the contract approximate the unliquidated amount of the advance payment(s), the Contracting Officer shall thereafter withhold further payments due on the contract, represented by proper invoiced amounts submitted by the Contractor, and apply the amount(s) withheld against the liquidation of the advance payment until the advance payment has been fully liquidated. If upon completion or termination of the contract, or for other reasons, the entire advance payment(s) is not fully liquidated, by the process indicated above, and the Contractor does not repay the balance due upon request, then the balance thereof shall be offset against any sums otherwise due or which may become due to the Contractor from the Government on any other contracts or from any source.
- (g) No interest will be charged on advance payments.

309.2 ADVANCE PAYMENTS BIAPR 14H-70.612(b))

(This clause is applicable when the contract requires advance payments to be deposited in a special bank account.)

- (a) **Amount of Advance.** At the request of the contractor and subject to conditions set forth herein, the Government shall make advance payments to the contractor in amounts and at such times as agreed to between the contractor and the Contracting Officer and which are specified in Paragraph 105 of this contract.
- (b) **Special Bank Account.** Until the advance payment(s) made hereunder is liquidated and the Contracting Officer approves in writing the release of any funds due and payable to the Contractor, the advance payment(s) and all other payments (progress, partial, and final) made under the contract shall be made by check payable to the contractor but mailed to the bank, where the special bank account is maintained as stated in the Agreement for Special Bank Account Number _____, Bureau of Indian Affairs."

The Agreement for Special Bank Account shall designate the account number. No part of the funds deposited in the Special Bank Account shall be mingled with other funds of the contract prior to withdrawal thereof from the Special Bank Account as hereinafter provided. Except as hereinafter provided, each withdrawal shall be only by check of the Contractor, unless countersigning on behalf of the Government by the Contracting Officer or such other person as he may designate in writing is determined to be in the best interest of the Government and the

Contracting Officer notifies the Contractor and bank in writing that countersigning will be required.

- (c) **Use of Funds.** The funds in the Special Bank Account may be withdrawn by the Contractor solely for the purposes of making payments for materials, labor, administrative and overhead expenses, and other purposes required for this contract, or for the purposes of reimbursing the contractor for such payments, and for such other purposes as the Contracting Officer may approve in writing. If this is a cost reimbursement contract, the funds in the Special Bank Account may be withdrawn by the Contractor solely for the purpose of making payments for items allowable costs as provided in the clause titled "Allowable Cost and Payment" of this contract. Any interpretation required as to the proper use of funds shall be made in writing by the Contracting Officer.
- (d) **Return of Funds.** The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever so requested in writing by the Contracting Officer, the Contractor shall repay to the Government such part of the unliquidated balance of the advance payment as shall in the opinion of the Contracting Officer be in excess of the Contractor's current requirements or, when added to total advances previously made and liquidated, are in excess of the amount specified in Paragraph (n) (1) hereof or are no longer to be made available to the Contractor because of default, or abuse of their use, or for such other reasons as the Contracting Officer may specify. If the Contractor fails to repay such part of the unliquidated balance of the advance payment when so requested by the Contracting Officer, all or any part thereof may be withdrawn from the Special Bank Account by check(s) made payable to the Bureau of Indian Affairs signed by the Contracting Officer or any official of the Bureau of Indian Affairs authorized in writing by the Contracting Officer to take such action. Such withdrawals shall be applied in reduction of the advance payment(s) then outstanding hereunder. The Contracting Officer shall notify the contractor and the bank of the action taken.
- (e) **Liquidation.** If not otherwise liquidated, the advance payment(s) made hereunder shall be liquidated as herein provided. When the sum of all the estimated payments remaining due on the contract approximate the unliquidated amount of the advance payment(s), the Contracting Officer shall thereafter withhold further payments due on the contract, represented by proper invoiced amounts submitted by the Contractor, and apply the amount(s) withheld against the liquidation of the advance payment until the advance payment(s) is not fully liquidated, by the process indicated above, and the Contractor does not repay the balance due upon request, then the balance thereof shall be offset against any sums otherwise due or which may become due to the Contractor from the Government on any other contracts or from any source.
- (f) **Interest Charge.** No interest will be charged on the amount of the advance payment(s).
- (g) **Bank Agreements.** Before an advance payment(s) is made hereunder the Contractor shall submit to the Contracting Officer in the form

prescribed, an Agreement for Special Bank Account, in triplicate, signed by the contractor and an official of the bank in which the Special Bank Account is established as the depository for the advance payment(s) and other payments. The agreement shall clearly set forth the character of the Special Bank Account and the responsibilities of the Contractor, the Bank and Contracting Officer, thereunder. Wherever possible, such bank shall be a member of the Federal Reserve System, or an "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935, 49 Stat. 684, as amended; 12 U.S.C. 264).

- (h) Lien on Special Bank Account. The Government shall have a lien upon any balance in the Special Bank Account paramount to all other liens, which lien shall secure the repayment of any advance payment(s) made hereunder.
- (i) Lien on Property Under Contract. Any advance payment(s) made under this contract shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, upon the supplies or other things covered by this contract. The Government's lien shall apply to all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other provision of this contract, or otherwise, shall have valid title to such supplies, materials, or other property as against other creditors of the contractor. The contractor shall identify, by marking or segregation, all property which is subject to a lien in favor of the Government by virtue of any provisions of this contract in such a way as to indicate that it is subject to such lien and that it has been acquired for or allocated to the performance of this contract. If for any reason such supplies, materials, or other property are not identified by marking or segregation, the Government shall be deemed to have a lien to the extent of the government's interest under this contract on any mass of property with which such supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over such property on his books and records. If at any time during the progress of the work on the contract it becomes necessary to deliver any item or items and materials upon which the Government has a lien as aforesaid to a third person, the Contractor shall notify such third person of the lien herein provided and shall obtain from such third person of the lien herein provided and shall obtain from such third person a receipt, in duplicate, acknowledging, inter alia, the existence of such lien. A copy of each receipt shall be delivered by the Contractor to the Contracting Officer. If this contract is cancelled in whole or in part and the Contractor is authorized to sell or retain cancellation inventory acquired for or allocated to this contract, such sale or retention shall be made only if approved by the Contracting Officer, which approval shall constitute a release of the Government's lien hereunder to the extent that such cancellation inventory is sold or retained, and to the extent that the proceeds of the sale, or the credit allowed for such retention of the contractor's termination claim, is applied in reduction of advance payment(s) then outstanding hereunder.

(j) Insurance. The Contractor represents and warrants that he is now maintaining with responsible insurance carriers:

- (1) Insurance upon his own plant and equipment against: Fire and other hazards to the extent that like properties are usually insured by others operating plants and properties of similar character in the same general locality;
- (2) Adequate insurance against liability on account of damage to persons or property; and,
- (3) Adequate insurance under all applicable workmen compensation laws. The Contractor agrees that, until work under this contract has been completed and the advance payment(s) made hereunder has been liquidated, he will:
 - (i) Maintain such insurance;
 - (ii) Maintain adequate insurance upon any materials, parts assemblies, sub-assemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien hereunder; and
 - (iii) Furnish such certificate with respect to his insurance as the Contracting Officer may require.

(k) Default Provisions. Upon the happening of any of the following events of default:

- (1) Cancellation of this contract by reason of fault of the Contractor.
- (2) A finding by the Contracting Officer that the Contractor:
 - (i) Has failed to observe any covenants, conditions, or warranties of these provisions or has failed to comply with any material provision of this contract; or,
 - (ii) Has so failed to make progress or is in such unsatisfactory financial conditions as to endanger performance of this contract; or,
 - (iii) Has allocated inventory to this contract substantially exceeding reasonable requirements; or,
 - (iv) Is delinquent in payment of taxes, or of the costs of performance of this contract in the ordinary course of business.
- (3) Appointment of a trustee, receiver or liquidator for all or a substantial part of the Contractor's property or institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Contractor;
- (4) Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the Special Bank

Account; or,

(5) The commission of an act of bankruptcy; the Government, without limiting any rights which it may otherwise have, may in its discretion and upon written notice to the Contractor and bank, withhold further withdrawals from the Special Bank Account and withhold further payments on this contract. Upon the continuance of any such events of default for a period of 30 days after such written notice to the Contractor and bank, the Government may, in its discretion, and without limiting any other rights which the Government may have, take the following additional actions as it may deem appropriate in the circumstances:

- (i) - Withdraw all or any part of the balance in the Special Bank Account by checks made payable to the Bureau of Indian Affairs, signed solely by an official of the Bureau of Indian Affairs authorized in writing by the Contracting Officer to take such action, and apply such amounts in reduction of the advance payment(s) then outstanding hereunder and in reduction of any other claims of the Government against the Contractor;
- (ii) Demand immediate repayment of the unliquidated balance of the advance payment(s) hereunder; or,
- (iii) Take possession of and, with or without advertisement, sell at public sale at which the Government may be the purchaser, or at a private sale, all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to such sale, apply the net proceeds of such sale in reduction of the unliquidated balance of the advance payment(s) hereunder in reduction of any claims of the Government against the Contractor.

(l) Prohibition Against Assignment. Notwithstanding any other provision of this contract, the contractor shall not, while any part of the advance payment(s) is unliquidated, pledge, or otherwise assign any monies due under this contract, or any claims arising thereunder, to any party or parties, bank, trust company, or other financing institution.

(m) Information-Access to Records. The Contractor shall furnish to the contracting Officer signed or certified balance sheets and profit and loss statements monthly, if required by the Contracting Officer, together with a monthly bank statement for the Special Bank Account and such other information concerning the operation of the Contractor's business as may be requested. The Contractor shall afford to authorize representatives of the Government facilities for inspection of the Contractor's books, records, and accounts.

(n) Designations and Determinations.

(1) Amount. The amount of the advance payment(s) at any time outstanding hereunder shall not exceed the amount authorized in the

Findings, Determinations, and Authorization for the advance payment(s).

- (2) Depository. The advance payment(s) shall be deposited in the bank with which the Agreement for Special Bank Account is established.
- (o) Other Security. The terms of this contract shall be considered adequate security for advance payment(s) hereunder.
- (p) Representations and Warranties. To induce the making of the advance payment(s), the Contractor represents and warrants that:
- (1) No litigation or proceedings are presently pending or threatened against the Contractor.
 - (2) None of the provisions herein contravenes or is in conflict with the authority under which the Contractor is doing business or with the provision of any existing agreement of the Contractor.
 - (3) The Contractor has the power to enter into this contract and accept an advance payment(s) hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this contract.
 - (4) None of the assets of the contractor is subject to any lien or encumbrance of any character except for current taxes not delinquent. There has been no assignment of claims under any contract affected by these advance payment provisions, or if there has been any assignment, such assignments have been terminated.
 - (5) All information furnished by the contractor to the Contracting Officer in connection with the request for an advance payment is true and correct.
 - (6) These representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of any subsequent request for additional advance payment(s) under the contract.
- (q) Subadvances. Subject to the prior written approval of the Contracting Officer, funds from the special Bank Account may be used by the Contractor to make advance payment(s) or down payments to subcontractors and suppliers of material in advance of performance by a the subcontractor or suppliers of material. Such subadvances shall not exceed the subcontract price or estimated cost as the case may be. The subcontractors or suppliers of material to whom such advance payment(s) is made shall furnish adequate security therefor. Unless other security is required by the Contracting Officer, covenants in subcontracts, expressly made for the benefit of the Government providing for a Special Bank Account for the subadvance with Government lien thereon, and providing for a Government lien, paramount to all other liens, on all property under such subcontracts, and imposing upon the subcontractor and the depository bank substantially the same duties and giving the Government substantially the same rights as are

provided herein (and in the Agreement for Special Bank Account supplemental hereto) between the Government, the Contractor, and the bank may be considered as adequate justification is first furnished to and approval obtained by the Contracting Officer.

(r) **Covenants.** During the period of time that an advance payment(s) made hereunder remains unliquidated, the Contractor shall not, without prior written consent of the Contracting Officer:

- (1) Mortgage, pledge, or otherwise encumber, or suffer to be encumbered, any of the assets of the Contractor now owned or hereinafter acquired by it, or permit any pre-existing mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to the performance of this contract and with respect to which the Government has a lien hereunder;
- (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
- (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any such stock, except as required by sinking fund or redemption arrangements reported to the contracting Officer incident to the establishment of these advance payment(s) provisions;
- (4) Sell, convey, or lease all or a substantial part of its assets;
- (5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations, of the United States.
- (6) Make any advance or loan to or incur any liability as guarantor;
- (7) Permit a writ of attachment or any similar process to be issued against its property without procuring release thereof or bonding the same within 30 days after the entry of the writ of attachment or any similar process;
- (8) Pay any salaries, commissions, bonuses, or other remuneration in any form or manner to its directors, officers, or key employees in excess of existing rates of payments, or of rates provided by this contract, or in existing agreements, in connection with which notice has been given to the Contracting Officer; or accrue such excess remuneration without first obtaining an agreement subordinating the same to all claims of the Government hereunder;
- (9) Make any substantial change in management, ownership, or control of the organization with which this contract is made;
- (10) Merge or consolidate with any other firm or corporation, change the type of its business, or engage in any transaction outside the ordinary course of its business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation; or,

(12) Create or incur indebtedness, borrow money or advances other than advances to be made hereunder, except as specified herein.

309.3 ADVANCE PAYMENT (BIAPR 14H.70.612 (C))

(This clause is applicable when the contract provides that advance payment will be made by Letter of Credit. BIAPR 14H-70.612(c))

At the request of the Contractor, and subject to the conditions set forth herein, and to the Automated Clearinghouse (ACH) Vendor Express Electronic Funds Transfer System which is a U.S. Treasury Payment System, the Government shall make payments to the Contractor by the P-638 Contract Payment System.

- (a) The Contractor agrees to comply with all the requirements and conditions set forth in the Automated Clearing House (ACH) Vendor Express Electronic Funds Transfer System which is a U.S. Treasury Payment System.
- (b) The Contractor agrees to initiate cash draw-downs only when actually needed for its disbursements.
- (c) The Contractor agrees to report to the Contracting Officer cash disbursements and balances quarterly not later than 15 days after the end of the quarter covered by the report.
- (d) Failure to adhere to the provisions of this clause may cause the unobligated portion of the P638 Contract Payment System to be dissolved by the Contracting Officer or the Department of the Treasury.

310 - FUNDING CHANGES. (BIAPR 14H-70.620(b))

(This clause is applicable to contracts over \$10,000)

If for any reason beyond the control of the Bureau, the amount of funds allocated for the program operated under this contract are reduced by an amount or by a percentage resulting in a specific amount, the contract will be modified accordingly after consultation with the Contractor. Such modification shall be made without penalty to the Government and shall not constitute basis for a claim under this contract.

D. BASIC EMPLOYMENT POLICIES

311. INDIAN EMPLOYMENT PREFERENCE (BIAPR 14H-70.608)

- (a) The Contractor shall give preference in employment for all work performed under the contract, including subcontracts thereunder, to qualified Indians regardless of age, religion or sex, and to the extent feasible consistent with the efficient performance of the contract, provide employment and training opportunities to Indians regardless of age, religion or sex that are not fully qualified to perform under the contract. The Contractor shall comply with any

Indian preference requirements established by the tribe receiving services under the contract to the extent that such requirements are not consistent with the purpose and intent of this paragraph.

- (b) If the contractor or any of its subcontractors is unable to fill its employment openings after giving full consideration to Indians as required in paragraph (a) above, these employment openings may then be filled by other than Indians under the conditions set forth in the Equal Opportunity clause of this contract.
- (c) The Contractor agrees to include this clause or one similar thereto in all subcontracts issued under this contract.

312 - EQUAL OPPORTUNITY. (BIAPR 14H-70.609)

During the performance of this contract and after complying with the Indian Employment preference clause of this contract, the contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, age, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, religion, or sex. Such action shall include, but not be limited to, the following: Employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; payoff or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment with regard to race, age, religion or sex.
- (c) The Contractor will include the provisions of paragraphs (a) through (b) in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Bureau of Indian Affairs may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, if the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Bureau of Indian Affairs, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

313 - CERTIFICATE OF NON-SEGREGATED FACILITIES. (BIAPR 14H-70.622)

By signing the contract, the Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide

for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clauses that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NON-SEGREGATED FACILITIES.**

A certification of non-segregated facilities must be submitted to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

314. CONVICT LABOR (BIAPR 14H-70.623)

In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.

E. SUBCONTRACTING

315 USE OF INDIAN BUSINESS CONCERNS (BIAPR 14H-70.610)

- (a) As used in this clause, the term "Indian Business Concern" means Indian organizations or an Indian-owned economic enterprise as defined in 25 CFR 271.2.
- (b) The Contractor agrees to give preference to qualified Indian business concerns in the awarding of any subcontracts entered into under the contract consistent with the efficient performance of the contract. The Contractor shall comply with any preference requirements regarding Indian business concerns established by the tribe(s) receiving services under the contract to the extent that such requirements are not inconsistent with the purpose and intent of this paragraph.

- (c) If no Indian business concerns are available under the condition in paragraph (b above), the Contractor agrees to accomplish the maximum amount of subcontracting, as the Contractor determines is consistent with its efficient performance of the contract, with small business concerns, labor surplus area concerns or minority business enterprises, the definitions for which are contained in Subparts 1-1.7, 1-1.8, and 1-1.13 of the Federal Procurement Regulations. The Contractor is not, however, required to establish a small business, labor surplus, or minority business subcontracting program as in 1-1.710-39b), 1-1.805-3(b) and 1-1.1310-2(b) respectively of the Federal Procurement Regulation (41 CFR Part 1).

316 - ANTI-KICKBACK. (BIAPR 14H-70.634)

- (a) Pub. L. 86-495, September 2, 1960 (41 U.S.C. 54)-among other things, prohibits the payment, directly or indirectly, by or on behalf of a subcontractor in any tier under any Government negotiated contract of any fee, gift, or gratuity to the prime Contractor or any higher tier subcontractor or any officer, agent, partner or employee thereof, as in inducement or acknowledgement for the award of a subcontract or order.
- (b) The provisions of Pub. L. 86-495, are set forth in more detail in 1-1.320 of the Federal Procurement Regulations (41 CFR Part 1-1) and are applicable to this contract and any subcontracts entered into under the contract.

F. RECORDS.

317. AUDIT AND RECORDS. (BIAPR 14H-70.629)

- (a) The contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitute "records" for the purposes of this clause.
- (b) The Contractor's facilities, or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the Contracting Officer or his authorized representatives. In addition, for purpose of verifying that cost or pricing data submitted, in conjunction with the negotiation of this contract or any contract change or other modification involving an amount in excess \$100,000 were accurate, complete and current, the Contracting Officer, or his authorized representative, shall, until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

- (c) The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, or of the time period for the particular records specified in 41 CFR Part 1-20, whichever expires earlier, and (2) for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (c) (2) (i) or (ii) below:
- (i) If the contract is completely or partially cancelled, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.
 - (ii) Records which related to (a) appeals under the "Disputes" clause of this contract, (b) litigation or the settlement of claims arising out of the performance of this contract, or (c) costs and expenses of this contract as to which exception has been taken by the Contracting Officer or any of his duly authorized representatives, shall be retained until such appeals, litigation, claims, or exceptions have been disposed of.
- (d) (1) The Contractor shall insert the substance of this clause, including the whole of this paragraph (d), in each subcontract hereunder that is not firm-fixed price or fixed price with escalation. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved in place of the Contractor; to add "of the Government prime contract" after "Contracting Officer", and to substitute "the Government prime contract" in place of "this contract" in (b) of paragraph (c)(2)(ii) above.

318. - EXAMINATION OF RECORDS

318.1 Examination of Records

(This clause is applicable if the contract amount does not exceed \$10,000 (BIAPR 14H-70.606(a))

- (1) The Contractor agrees to maintain books, records, documents and other evidence pertaining to the costs and expense of this contract (hereafter collectively called records) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs of whatever nature for which reimbursement is claimed under the provisions of this contract.
- (2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during a period of three years, after final payment under this contract all records specified in paragraph (1) above for examination and audit by designated representative of the Comptroller General, the Secretary of Interior or the Contracting Officer.
- (3) The Contractor further agrees that records which relate to claims, litigation, or to any costs or expenses of this contract to which exception has been taken by the Comptroller General, the Secretary of

Interior or the Contracting Officer or any of their duly authorized representatives shall be retained by the Contractor until such appeals, litigation or exceptions have been disposed of.

- (4) The provisions of this clause shall be applicable to and included in any negotiated subcontract.

318.2 BIAPR 14H-70.606(b)

This clause is applicable if the contract amount exceeds \$10,000.

- (1) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
- (2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during a period set forth in subparagraph (4) below any of the records for inspection, audit or reproduction by any authorized representative of the Comptroller General, Secretary of the Interior, and the Contracting Officer.
- (3) If the Comptroller General or any of his duly authorized representatives determine that his audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within two years after reimbursement of charges covered by any such voucher, to such representative as may be designated for that purpose through the Contracting Officer, such documentary evidence in support of transportation costs as may be required by the Comptroller General or any of his duly authorized representatives.
- (4) Except for documentary evidence delivered to the Government pursuant to subparagraph (3) above, the Contractor shall preserve and make available his records:
- (i) Until expiration of 3 years after final payment under this contract or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20) whichever expires earlier, and,
- (ii) For such longer period, if any, as is required applicable statutes, by any other clause of this contract, or by (a) or (b) below:
- (a) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting settlement.

- (b) Records which relate to:
- (i) Appeals under the Disputes Clause of this contract, or by (a) or (b) below;
 - (ii) Litigation or the settlement of claims arising out of the performance of this contract; or,
 - (iii) Costs and expenses of this contract to which exception has been taken by the contract to which exception has been taken by the Comptroller General, Secretary of the Interior or the Contracting Officer, or any of their duly authorized representation, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been disposed of.
- (5) Except for documentary evidence delivered pursuant to subparagraph (3) above, and the records described in subparagraph (4)(ii)(b) (3) above, the Contractor may in fulfillment of his obligation to retain his records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of 2 years following the last days of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Contracting Officer with the concurrence of the Comptroller General or his duly authorized representative.
- (6) (a) The provisions of this paragraph (a), including this subparagraph (6), shall be applicable to and included in each subcontract hereunder which is on a cost, cost-plus-a-fixed-fee, time and material or labor-hour basis.
- (b) The Contractor further agrees to include in each of his subcontracts hereunder, other than those set forth in paragraph (a)(6), above, a provision to the effect that the subcontractor agrees that the Comptroller General, the Secretary of the Interior, and the Contracting Officer, or any of their duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract", as used in this paragraph (b) only, -excludes:
- (i) Purchase orders not exceeding \$10,000; and,
 - (ii) Subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

319. PRIVACY ACT REQUIREMENTS (25 CFR 271.56 AND BIAPR 14h-70.625).

The Contractor will be required to design, develop or operate a system of records, to accomplish a Bureau function subject to the Privacy Act requirements as defined in 15 CFR 271.56 and BIAPR 14h-70.635.

The Contractor agrees to comply with all the requirements and provisions of Subpart D of 43 CFR Part 2 which implements the Privacy Act (5 U.S.C. 552a).

(a) When a tribal contractor operates a system of records to accomplish a Bureau function, the contractor shall comply with Subpart D of 43 CFR Part 2 which implements the Privacy Act (5 U.S.C. 552a). Examples of the tribal contractor's responsibilities are:

- (1) To continue maintaining those systems of records declared by the Bureau to be subject to the Privacy Act as published in the FEDERAL REGISTER.
- (2) To make such records available to individuals involved.
- (3) To disclose an individual's record to third parties only after receiving permission from the individual to whom the record pertains. 43 CFR 2.56 lists exceptions to this procedure.
- (4) To establish a procedure to account for access, disclosures, denials, and amendments to records.
- (5) To provide safeguards for the protection of the records.

(b) The tribal contractor may not:

- (1) Discontinue or alter any established systems of records without prior approval of the appropriate Bureau systems manager.
- (2) Deny request for notification or access of records without prior approval of the appropriate Bureau systems manager.
- (3) Approve or deny requests for amendments of records without prior approval of the appropriate Bureau systems manager.
- (4) Establish a new system of records without prior approval of the Department of Interior and the Office of Management and Budget.
- (5) Collect information about an individual unless it is relevant or necessary to accomplish a purpose of the Bureau as required by statute or Executive Order.

(c) The tribal contractor is subject to the penalties provided in section (i) of 5 U.S.C. 552a.

G. - MISCELLANEOUS PROVISIONS

320. EFFECT ON EXISTING RIGHTS. (BIAPR 14H-70.604)

- (a) Nothing in this contract shall be construed as--
- (1) Affecting, modifying, diminishing, or otherwise impairing the sovereign immunity from suit enjoyed by an Indian tribe; or,
 - (2) Authorizing or requiring the termination of any existing trust responsibility of the United States with respect to the Indian people.

321. - INSURANCE. (BIAPR 14H-70.611)

- (a) The Contractor shall secure, pay premiums for, and keep in force until the expiration of this contract or any renewal period thereof, insurance as provided below. - Such insurance policies shall specifically include a provision stating the liability assumed by the Contractor under this contract.
- (1) Workman's compensation insurance, as required by laws of the various states in which the contract is performed.
 - (2) Owner's, landlord's and tenant's bodily injury liability insurance with limits of not less than \$50,000 for each person and \$500,000 for each accident.
 - (3) Property damage liability insurance with limits of not less than \$25,000 for each accident.
 - (4) Automobile bodily injury liability insurance with limits on personal injury liability of not less than \$50,000 for each person and \$500,000 for each accident, and automobile property damage liability insurance with a limit of not less than \$5,000 for each accident.
 - (5) Food products liability insurance with limits of not less than \$50,000 for each person and \$500,000 for each accident.
 - (6) Other insurance not specifically mentioned when required by law or other regulations.
- (b) Each policy of insurance shall contain an endorsement providing that cancellation by the insurance company shall not be effective unless a copy of the cancellation is mailed (registered) to the Contracting Officer at least 30 days before the effective date of cancellation.
- (c) A certificate of each policy of insurance, and any changes therein, shall be furnished to the Contracting Officer immediately upon receipt from the insurance Company.

- (d) Insurance companies of the Contractor must be satisfactory to the Contracting Officer. When in his opinion an insurance company is not satisfactory for reasons stated in writing, the Contractor shall provide insurance through companies which he deems satisfactory.
- (e) Each policy of insurance shall contain a provision that the insurance carrier waives any rights which it may have to raise as a defense the tribe's sovereign immunity from suit, but such waiver shall extend only to claims the amount and nature of which are within the coverage and limits of the policy of insurance. The policy shall contain no provision, either express or implied, that will serve to authorize or empower, the insurance carrier to waive or otherwise limit the tribe's sovereign immunity outside or beyond the coverage and limits of the policy of insurance.

322 - GOVERNMENT FURNISHED PROPERTY. (BIAPR 14H-70.614)

- (a) The Government will deliver to the contractor the property described in the Schedule and may, at its option, furnish other supplies or equipment as it may from time to time deem necessary or desirable for use in performing the work under this contract. All property furnished by the Government, together with all property acquired or furnished by the Contractor with contract funds, title to which vests in the Government under this article, is subject to the provisions of this clause and is hereinafter collectively referred to as "Government property."
- (b) The title of each item of equipment purchased with funds made available under this contract, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the Government upon:
 - (1) Issuance for use of such property and in the performance of this contract; or,
 - (2) Commencement of processing or use of such property in the performance of this contract; or,
 - (3) Reimbursement of the cost thereof by the Government, whichever first occurs. A simple record listing all items of equipment purchased with funds made available under this contract showing such property by names, manufacturers, serial number (if any), and the cost of the equipment, will be furnished to the Contracting Officer by the Contractor. Each item of Government property shall be given an identification number, be subject to accountability, and become a part of the Bureau's property inventory, all as provided by the Bureau Manual.
- (c) Title to Government property shall remain in the Government and shall be unaffected by the incorporation or attachment thereof to any property not owned by the Government, nor shall Government property or any part thereof be or become a fixture or lose its identity as personal property by reason of affixation to any realty. Except as otherwise specifically provided in this contract, the Contractor:

- (1) Shall not pledge, assign, or transfer title to any Government property; nor to allow or suffer anything to be done whereby any Government property may be seized, taken in execution, attached, destroyed, or injured, and,
- (2) Shall not remove or otherwise part with possession of, or permit the use by others of, any Government property.
- (d) The Contractor shall maintain and administer, in accordance with sound industrial practice, a program for the maintenance, repair, protection and preservation of Government property.
- (e) Except as may be otherwise provided for herein, Government property shall be used only for the performance of this contract unless written permission is granted by the Contracting Officer.
- (f) Upon completion or termination of the contract, the Contractor shall make such disposition of Government property then in his possession or custody as the Contracting Officer shall direct.
- (g) The Contractor shall be responsible for the care and safekeeping of Government property, and for the return or delivery of the same in the conditions in which received or appropriated for the contract, except for reasonable wear and tear, and except to the extent such property is consumed in the performance of this contract.

323. RIGHTS IN DATA (BIAPR 14H-70.636)

- (a) **Subject Data.** As used in this clause, the term "subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files, and data processing or computer programs, and words of any similar nature (whether or not copyrighted or copyrightable) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- (b) **Government Rights.** Subject only to the provision of (c) below the Government may use, duplicate or disclose for Government purposes, all subject data delivered under this contract.
- (c) **License to Copyrighted Data.** In addition to the Government rights as provided in (b) above, with respect to any Subject Data which may be copyrighted the Contractor agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license to use or duplicate such data for government purposes: Provided. That such license shall be only to the extent that the Contractor now has, or prior to completion of final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- (d) **Relation to Patents.** Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affect-

ing the scope of any license or other right otherwise granted to the Government under any patent.

- (e) Marking and Identification. The Contractor shall mark all Subject Data with the number of this contract and the name and address of the Contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon any Subject Data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- (f) Subcontractor Data. Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in that subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's rights in that subcontract Subject Data.
- (g) Deferred Ordering and Delivery of Data. The Government shall have the right to order, at any time during the performance of this contract, or within 2 years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. If the principal investigator is no longer associated with the Contractor, the Contractor shall exercise its best efforts to prepare and deliver such data as is ordered. The Government's right to use data delivered pursuant to this paragraph (g) shall be the same as the rights in Subject Data as provided in (b) above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of 2 years from the date he accepts such items. When data, other than Subject Data, is delivered pursuant to this paragraph (g), payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery.

324. - ASSIGNMENT OF CLAIMS. (BIAPR 14H-70.627)

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustees for two or more parties participating in such financing.

325 - OFFICIALS NOT TO BENEFIT. (BIAPR 14H-70.619)

No members of Congress, or Resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom;

but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

326 - PRINTING. (BIAPR 14H-70.637)

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: Provided, however, that performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page or less than 25,000 production units in the aggregate of multiple pages, will not be deemed to be printing. a production unit is defined as one sheet, size 8 x 10 1/2 inches, one side only, one color.

327. - PENALTIES. (BIAPR 14H-70.607)

(a) Any officer, director, agent, employee or such other person connected in any capacity with this contract or any subcontract thereunder that embezzles, willfully misapplies, steals or obtains by fraud any of the money, funds, assets or property provided through the contract shall be fined not more than \$10,000 or imprisoned for not more than two years, or both: Provided, that if the amount embezzled, misapplied, stolen, or obtained by fraud does not exceed \$100, such person shall be fined not more than \$1000 or imprisoned not more than one year, or both.

(b) The subcontractor agrees to insert this clause in all subcontracts.

H. CONTRACT ADMINISTRATION

328. - CHANGES. (BIAPR 14H-70.620(a))

(This clause is applicable unless this is a construction contract)

This contract may be modified or amended on the written request of the Contractor to the contracting Officer; or when recommended by the Contracting Officer and with the consent of the Contractor. When the Contracting Officer recommends declination of a Contractor's request to amend the contract, the matter shall be resolved as prescribed in 25 CFR 271.63, 271.64 and 271.65.

329 - DISPUTES. (BIAPR 14H-70.618)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise

furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representatives for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above. However, nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

330. - PAYMENT OF INTEREST ON CONTRACTOR'S CLAIMS. (BIAPR 14H-70.628)

- (a) If an appeal is filed by the Contractor from a final decision of the contracting Officer under the disputes clauses of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the contracting Officer his written appeal under the disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.
- (b) Notwithstanding (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

1. RETROCESSION, REASSUMPTION AND CANCELLATION

331. RETROCESSION. (BIAPR 14H-70.605)

The Contractor agrees to comply with the procedures and requirements in 25 CFR 271.71 and 271.72 in the event of retrocession.

332. REASSUMPTION OF PROGRAMS. (BIAPR 14h-70.616)

The Contractor agrees to comply with the procedures and requirements given in 25 CFR 271.74 in the event of reassumption.

333. CANCELLATION FOR CAUSE. (BIAPR 14H-70.638)

This contract may be cancelled for cause under the conditions and in accordance with the procedures as set forth in 25 CFR 271.75.

J. CLAUSES APPLICABLE UNDER PRESCRIBED CONDITIONS

334. CONTRACT FUNDING AND RENEGOTIATION. (BIAPR 14H-70.613)

(This clause is applicable under the conditions set forth in 25 CFR 271.51 when the contract has a term of more than one year)

- (a) Funds other than those appropriated during the fiscal year in which the contract commenced, that are included in the contract amount are subject to the availability of appropriations from Congress and there shall be legal liability on the part of the Government in regard to such funds unless and until they are appropriated. Funds appropriated during the fiscal year in which the contract commenced that are included in the contract amount but not expended at the end of such fiscal year may be carried over and used for contract purposes in the succeeding fiscal year of the contract's operation, when the contract funds were appropriated pursuant to the the Act of November 2, 1921 (42 Stat. 208), except as otherwise specifically provided in appropriation acts, or may be used to provide additional services upon modification of the contract to include such services therein.
- (b) Each succeeding year of the contract may be renegotiated prior to the end of the then current fiscal year in order to reflect changes that have taken place beyond the control of the Contractor since the contract was originally negotiated or renegotiated as is applicable.

335. - BID GUARANTEE AND BONDS. (BIAPR 14H-70.621)

(This clause is applicable, in accordance with 41 CFR 1-10.103, 1-10.104 -1(a) and 1-10.104-1(b) if this is a construction contract and it is estimated that the contract amount shall exceed \$2,000)

- (a) The contractor shall require a bid guarantee from all (sub) Contractors who submit bids (proposals) for performing work under the contract in accordance with the policy set forth in 1-10.103.1 of the Federal Procurement Regulations (41 CFR Part 1). When the bid guarantee is in the form of a bid bond, it may be submitted on other than the Standard Government form: Provided, that the bond binds the Principal and the Surety(ies) in the same manner as they would be bound had the bid (proposal) been submitted to the Government.
- (b) The Contractor shall require the successful bidder (offerer) to furnish performance and payment bonds in the amounts set forth in the Miller Act (40 U.S.C. 270a-270e) and in accordance with the policies in 1-10.104 and 1-10.105 of the Federal Procurement Regulations (41 CFR 1) as a condition precedent to the award of

the (sub) contract. The bonds may be submitted on other than the standard Government Form: Provided, that the form used binds the Principal and the Surety(ies) in the same manner that they would be bound were the (sub) contract with the Government.

336 - SUBCONTRACTOR COST AND PRICING DATA. (SIAPR 141-70.432)

(This clause is applicable to subcontracts of the type and size described in the clause)

- (a) The Contractor shall require subcontractors hereunder to submit in writing cost or pricing data under the following circumstances:
- (1) Prior to award of any cost-reimbursed type, time and material, labor-hour, incentive, or price redeterminable subcontract the price of which is expected to exceed \$100,000 and,
 - (2) Prior to the award of any other subcontract, the price of which is expected to exceed \$100,000, or to the pricing of any sub contract change or other modification for which the price adjustment is expected to exceed \$100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.
- (b) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (a) above are accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract change or modification.
- (c) The Contractor shall insert the substance of this clause including this paragraph (c) in each of his cost-reimbursement type, time and material, labor-hour, price redeterminable, or incentive subcontracts hereunder, and in any other subcontract hereunder which exceed \$100,000 unless the price thereof is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such excepted subcontract hereunder which exceeds \$100,000, the Contractor shall insert the substance of the following clause:

Price Adjustments.

- (a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of \$100,000. the requirements of this clause shall be limited to such price adjustments.
- (b) The Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances:

- (1) Prior to award of any cost-reimbursement type, time and - material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed \$100,000 and--
 - (2) Price to award of any other subcontract, the price of which is expected to exceed \$100,000 or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed \$100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.
- (c) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the Certificate by the Prime Contractor to the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (b) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the contract modification.
- (d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds \$100,000.

K. LABOR STANDARDS

337. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT — OVERTIME COMPENSATION (BIAPR 14H-70.630)

This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and the interpretations of the Secretary of Labor.

- (a) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in excess of eight hours in any calendar day or in excess of forty hours in such work-week on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.
- (b) Violation, Liability for unpaid wages, liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be

computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

- (c) Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account for work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provision of paragraph (b).
- (d) Subcontracts. The Contractor shall insert paragraph (a) through (d) of this section in all subcontracts, and shall require their inclusion in all subcontracts of any tier.
- (e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

338.1 Terms of Contract (25 CFR 271.52)

- (a) The terms of contract under this part shall not exceed one (1) year except that contracts may be made for a longer term up to three (3) years, subject to availability of funds under the following circumstances:
 - (1) The services provided under the contract can reasonably be expected to be continuing in nature and, as a result, a longer contract term would be advantageous.
 - (2) The Indian tribe(s) to be served by the contract request that the term be more than one year. The tribal organization will indicate the desired term of the contract on the application form. When the Indian tribe(s) provided in 25 CFR 271.18, that will also be deemed a request for the longer term indicated in the application.
- (b) Contracts made for a term of more than one year may be renegotiated annually to reflect factors, including, but not limited to, cost increases beyond the control of the tribal contractor. Proposed changes in the services provided under the contract which reflect changes in program emphasis may be considered during the annual renegotiation if the changes fall within the general scope of the contract. Such changes may be initiated by either the tribal contractor of the Bureau but must be agreed to by both.

339.1 Availability of Funds (25 CFR 271.54 and BIAPR 14h-70)

No legal liability on the part of the Government for payment of any money shall arise unless and until funds are available to the Contraction Officer and given to the Contractor

Funding for direct and indirect costs of this contract are subject to revision, increase or decrease, upon receipt of actual Congressional appropriations and the allocation of these funds to the BIA Area Office by the Washington Office.

SECTION J

LIST OF ATTACHMENTS

ATTACHMENT A	- TRIBAL RESOLUTION TO CONTRACT	- J.1-2
ATTACHMENT B	- ORGANIZATIONAL CHART	- J.3
ATTACHMENT C	- INDIRECT COST NEGOTIATION AGREEMENT	- J.4-8
ATTACHMENT D	- POSITION DESCRIPTIONS	- J.9-24
ATTACHMENT E	0 INVENTORY (PROPERTY)	- J.25-27

MISSISSIPPI BAND OF CHOCTAW INDIANS

RESOLUTION CHO 118-90

A RESOLUTION TO ENTER INTO A MATURE CONTRACT WITH THE BUREAU OF INDIAN AFFAIRS FOR CERTAIN NON-EDUCATIONAL PROGRAMS

WHEREAS, the Self-Determination Act Amendments provide for tribes' entering into "mature" contracts with the Bureau of Indian Affairs for programs which have been operated by the tribe for three years and on which there have not been substantial audit exceptions, and

WHEREAS, mature contracts will have no termination dates *per se*, and will conclude only when acted upon by the Bureau or the Tribal Council, and

WHEREAS, the Self-Determination Amendments provide further that programs can be combined into mature contracts consisting of multiple programs, and

WHEREAS, this Resolution has been reviewed and approved by the Committee on Economic Development of the Tribal Council, now therefore be it

RESOLVED, that the Tribal Council does hereby authorize the Chief and Secretary-Treasurer to apply for, negotiate and sign a mature contract, commencing October 1, 1990, for the following Bureau of Indian Affairs programs:

Court
Other Aid to Tribal Government
Social Services (Administration and Grants)
Law Enforcement
Credit and Financing
Agriculture
Agricultural Extension Services
Forestry
Other Real Estate Services

CERTIFICATION

I, the undersigned, as Secretary-Treasurer of the Mississippi Band of Choctaw Indians, certify that the Tribal Council of said Band is composed of 16 members, of whom 16, constituting a quorum, were present at a special meeting thereof, duly called, noticed, convened, and held this 21st day of June, 1990; and that the foregoing Resolution was duly adopted by a vote of 16 members in favor, 0 opposed, and 0 abstaining.

Dated this 21st day of June, 1990.

ATTEST:

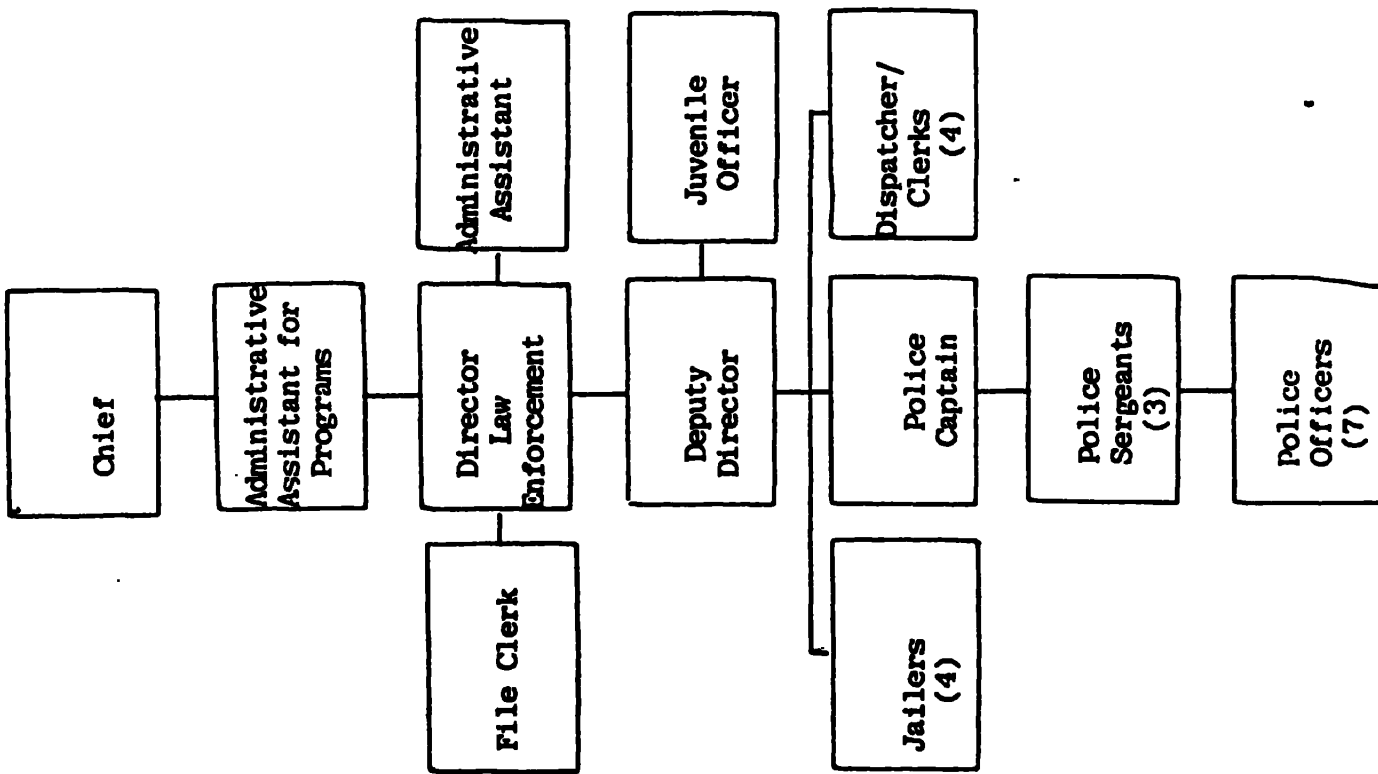
Philly M. Foster
Chief

Frank Stine
Secretary-Treasurer

RECOMMENDED:

Robert C. Benn
Superintendent, Choctaw Agency

7/23/90
Date





United States Department of the Interior

OFFICE OF INSPECTOR GENERAL

EASTERN REGION
800 N. QUINCY ST., ROOM 401
ARLINGTON, VIRGINIA 22217

Mr. Phillip Martin
Tribal Chief
Mississippi Band of Choctaw Indians
Tribal Office Building
Route 7, Box 21
Philadelphia, Mississippi 39350

FEB 15 1989

Dear Mr. Martin:

Enclosed are an original and a copy of the Indirect Cost Negotiation Agreement with original signatures. The agreement provides indirect cost rates for the period October 1, 1985 through September 30, 1986, and from October 1, 1987 through September 30, 1989.

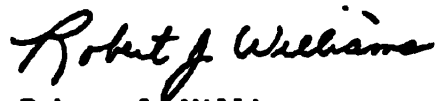
In order to facilitate the review process, please submit the following information with your next proposal:

1. Certification by a responsible official that the proposal has been prepared in accordance with Office of Management and Budget Circular A-87. An example of this certification is shown in Guide OASC-10, which state and local government agencies use to develop indirect cost proposals. The Guide is published by the U.S. Department of Health and Human Services.
2. A listing of administered grants and contracts by Federal agency, to include total expenditures for each grant and contract and any indirect cost recovery limitations applicable to each. If more than one rate is proposed, a separate listing should be prepared for each rate.
3. The proposed year's costs based on financial statements or financial data (such as budgets). Proposed final rates must be based on audited financial statements for the years to be finalized.

4. An organizational chart of the agency for the proposed period, to include functional statements of the duties and responsibilities of all units of the agency.

Copies of the agreement are being distributed to the organizations listed below.

Sincerely,



Robert J. Williams
Regional Audit Manager

..

Enclosures:

cc: U.S. Department of Health and Human Services
U.S. Department of the Interior, Bureau of Indian Affairs

TRIBAL ORGANIZATION
INDIRECT COST NEGOTIATION AGREEMENT

ORGANIZATION:

DATE: FEB 15 1989

Mississippi Band of Choctaw Indians
Tribal Office Building
Route 7, P.O. Box 21
Philadelphia, Mississippi 39350

FILING REFERENCE: This agreement
replaces the Negotiation Agreement
dated August 22, 1986.

The indirect cost rate(s) contained herein is for use on grants and contracts with the Federal Government to which the Office of Management and Budget Circular A-87 applies, subject to the limitations in Section II A of this agreement. The rate(s) was negotiated by the U.S. Department of the Interior, Office of Inspector General (Eastern Region), and the subject organization in accordance with the authority contained in Attachment A, Section J.6, of the Circular.

SECTION I: RATES

<u>Effective Period</u>	<u>Rate*</u>	<u>Type</u>	<u>Applicable to</u>
10/1/85 to 9/30/86	23.6%	Final	Follow-Through and Bilingual Programs
10/1/85 to 9/30/86	29.3%	Final	All Programs
10/1/87 to 9/30/89	29.0%	Provisional	All Programs

* Base: Total direct costs, less equipment, major sub-contracts, the medical care contract, alterations and renovations, stipends and scholarships, and grants for welfare assistance payments and food.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

SECTION II: GENERAL

- A. LIMITATIONS: Use of the rate(s) contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate(s) agreed to herein is predicated upon three conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal and that such costs are its legal obligations, (2) the same costs that have been treated as indirect costs have not been claimed as direct costs, and (3) similar types of costs have been accorded consistent treatment.

- B. AUDIT:** Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.
- C. CHANGES:** If a fixed carry-forward or predetermined rate(s) is contained in this agreement, it is based on the subject organization's structure and the accounting system in effect at the time the proposal was submitted. Organizational and accounting changes which affect the amount of reimbursement resulting from use of the rates in this agreement require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowances.
- D. FIXED CARRY-FORWARD RATE(S):** Fixed carry-forward rates contained in this agreement, if any, are based on an estimate of the costs which will be incurred during the period for which the rates apply. When the actual costs for such period have been determined, an adjustment will be made to compensate for the difference between the costs used to establish the fixed rate and the actual costs.
- E. AGENCY NOTIFICATION:** Copies of this document may be provided to other Federal offices as a means of notifying them of the agreement contained herein.
- F. SPECIAL REMARKS:**
1. Federal programs currently reimbursing indirect costs to the subject organization by means other than the rate(s) cited in this agreement should be credited for such costs and the applicable rate(s) cited herein should be applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.
 2. Contracts and grants providing for a ceiling on the indirect cost rate(s) or amounts which are indicated in Section F.1. will be subject to the ceilings stipulated in the contract or grant agreements. In the event the ceiling rate applied is higher than the negotiated rate(s), the negotiated rate(s) will be used to determine the maximum allowable indirect cost.
 3. Approval of an indirect cost rate does not mean that the subject organization can recover more than the actual cost of a particular program or activity. Costs treated and claimed as direct costs of a program or activity cannot also be treated and claimed as indirect costs. For example, supplies can be charged directly to a program or activity as long as these costs are not part of the supplies included in the pool for central administration.
 4. Programs received by the subject organization or initiated subsequent to the negotiation of this agreement are subject to the approved indirect cost rate(s), if the programs receive administrative support from the indirect cost pool. It should be noted that this may result in an adjustment to a future rate.

SECTION III: ACCEPTANCE

Listed below are signatures of acceptance of this agreement:

By the Tribal Organization

Phillip Martin /s/

Phillip Martin
Typed Name

Tribal Chief
Title

February 10, 1989
Date

By the Responsible Agency for the
Federal Government

Robert J. Williams /s/

Robert J. Williams
Typed Name

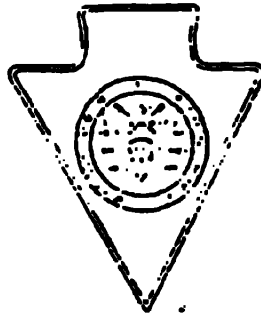
Regional Audit Manager *
Title

Office of Inspector General
U.S. Department of the Interior
Agency

February 15, 1989
Date

Negotiated by C. M. Beck
Telephone (703) 235-8133

MISSISSIPPI BAND OF CHOCTAW INDIANS



TRIBAL OFFICE BUILDING
ROUTE 7, BOX 21
PHILADELPHIA, MISSISSIPPI 39350
TELEPHONE (601) 656-5251

JOB ANNOUNCEMENT #1S-00-00

DM

Job Title: Police Captain/Director, Dept. of Law Enforcement
Supervisor: Tribal Chief
Salary: Negotiable
Opening Date: December 13, 1984
Closing Date: December 27, 1984 OR UNTIL FILLED
Employment Date: January 1, 1985 --
Type Employment: Regular Full Time, under the discretion of the Chief (in accordance with Section III, H; Page 6 of the current Personnel Policies)

Scope of Service and Effect:

The Police Captain serves as the chief Law Enforcement Officer on the Mississippi Choctaw reservation, and is responsible for all law enforcement and correctional activities within the exterior boundaries of the reservation and on federal school lands. The Police Captain, after designation, will also serve as a federal law enforcement officer responsible for the enforcement of applicable federal law on the reservation and at federal facilities.

The Police Captain/Director of the newly-formed Dept. of Law Enforcement will be responsible for the overall reorganization and interfacing of a formerly federal agency (BIA) law enforcement program with a tribal security force while simultaneously maintaining and improving existing levels of law enforcement and police protection. The Police Captain will be working in the bi-lingual setting of a multi-ethnic area population and principally within a reservation jurisdiction subject to various federal, tribal, and state law enforcements. The candidate selected should demonstrate a wide range of versatility, adaptability, enthusiasm, and creativity as both an administrator and a technical law enforcement professional and will be expected to frequently utilize these traits in the performance of duties and assignments.

Responsibilities:

The responsibilities of the Police Captain are:

1. To advise and assist the Chief on matters relating to Law Enforcement
2. To supervise the work of all other police and detention personnel, as well as the tribal security force
3. To conduct investigations of reported violations of tribal law or federal law and regulation
4. To make arrests and to assist in the preparation and presentation of cases submitted for prosecution
5. To maintain a cooperative relationship with the United States Attorney, agents of the FBI, and state and local law enforcement agencies

Duties:

The duties of the Police Captain include:

1. Instructing the tribal police in rules of evidence, court procedure, public relations, laws of arrest, criminal investigations, traffic laws, and federal and tribal law
2. Giving or obtaining proper instruction in the use of firearms and first aid training
3. Keeping informed of the efficiency of the police in the discharge of their duties, subjecting them to regular inspection, and keeping a strict accounting of the equipment issued them in connection with their official duties
4. Investigating all reports and charges of misconduct on the part of police officers, and exercising such disciplinary measures as are consistent with the regulations
5. Working cooperatively with the tribal Prosecutor in the presentation of evidence
6. Assuring that the Adult Corrections Center complies with the requirements of 25 CFR 11.306 and 68 BIA Manual 7. 11
7. Maintaining good public relations for the tribal police through public meetings and presentations at schools, club meetings, and the like

Job Announcement

Police Captain/ Director, Dept. of Law Enforcement

Page 3

8. Assisting in conducting investigations of violations of state law, and taking action against offenders in cooperation with state and local officials in the prevention of crimes

9. Conducting and supervising complete investigations involving violations of the Federal Indian Liquor Law, narcotics laws, and the 14 major crimes, as well as violations under the Assimilative Crimes Act applicable where non-Indians or their property is involved, and other applicable federal statutes, as well as the Choctaw Tribal Code

10. Assuring that all reporting requirements, not only of the Bureau of Indian Affairs, but of other federal and state law-enforcement-related agencies as well, are complied with

11. Other duties as assigned by the Tribal Chief

Work Environment:

The Police Captain has an office at the Adult Corrections Center in the Pearl River community.

Physical Demands:

Subject to call 24 hours per day, seven days per week. Performance of duties requires work at irregular hours, involves personal risks and exposure

Qualifications:

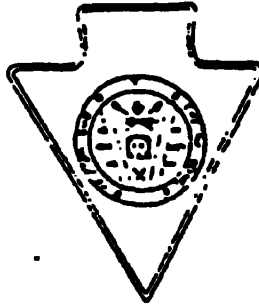
The minimum qualifications of the Police Captain are:

1. Proficiency in the use of firearms
2. Successful graduation from, or willingness to enroll in and graduate from within one year, the Executive Management Course of Training conducted at the Indian Police Academy or a similar course substantially meeting or exceeding the level of training provided by the Indian Police Academy. Failure to graduate within one year will result in dismissal or demotion
3. AA Degree from an accredited college.
4. Able to become familiar with Federal Indian's Law within a short period of time following employment.

**Job Announcement
Police Captain
Page 4**

5. At least five years' experience in law enforcement
 6. The ability to administer a large program with numerous legal requirements, including a large volume of paperwork
 7. Preferential treatment will be extended to qualified Indian applicants
 8. Possess reliable transportation, valid driver's license, and insurance
 9. Must be available for employment 01/01/85
 10. Must possess supervisory abilities and be able to administer a project with a large amount of paperwork.
- If interested, contact:

Donna Risher, Personnel Officer
Mississippi Band of Choctaw Indians
Route 7, Box 21
Philadelphia, MS 39350
(601) 656-5251, Ext. 129



MISSISSIPPI BAND OF CHOCTAW INDIANS

TRIBAL OFFICE BUILDING
ROUTE 7, BOX 21
PHILADELPHIA, MISSISSIPPI 39350
TELEPHONE (601) 656-5251

JAN 10 1986

JM

JOB ANNOUNCEMENT #18-J0-46

Job Title: Deputy Director, Law Enforcement
Salary: Negotiable
Opening Date: January 10, 1986
Closing Date: Noon, January 21, 1986 OR UNTIL FILLED
Supervisor: Director of Law Enforcement

Scope of Service and Effect:

The Deputy Director is responsible for the day-to-day functioning of the staff of the Choctaw Department of Law Enforcement, including Police Officers, Dispatcher/Clerks, and Security Guards. The Department has jurisdiction over some 19,000 acres of reservation land in east central Mississippi.

Responsibilities:

The responsibilities of the Deputy Director are:

1. To supervise the work of all police and detention personnel, as well as the tribal security force
2. To conduct investigations of reported violations of tribal, federal, or state law within the tribal jurisdictional area
3. To make arrests and to assist in the preparation and presentation of cases submitted for prosecution
4. To maintain a complete system of employee accountability, including time and duty assignments, rotational shifts, and regular radio contacts

Duties:

The duties of the Deputy Director include:

1. Enforcing tribal laws and ordinances within the reservation jurisdictional area

**Job Announcement #18-00-46
Deputy Director, Law Enforcement
Page 2**

- 2. Instructing the tribal police in general police procedures, rules of evidence, court procedures, public relations, laws of arrest, criminal investigations, traffic laws, and federal and tribal law**
- 3. Conducting investigations of violations of law**
- 4. Assuring compliance with all daily and internal reporting requirements, including incident reports**
- 5. Keeping informed within the force of the effectiveness of the police in the discharge of their duties, maintaining appropriate standards of conduct and appearance, and keeping a strict accounting of the equipment issued them in connection with their official duties**
- 6. Other duties as assigned by the Director, Law Enforcement**

Work Environment:

The Deputy Director has an office at the Adult Corrections Center in the Pearl River community.

Physical Demands:

Incumbent is subject to call 24 hours per day, seven days per week. Performance of duties requires work at irregular hours, and involves personal risks and exposure.

Qualifications:

The minimum qualifications for the position of Deputy Director are:

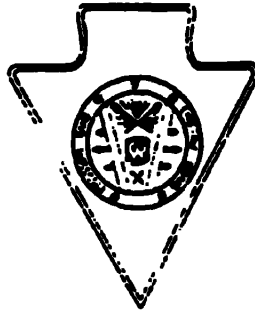
- 1. Bachelor of Science in Criminal Justice from an accredited college or university**
- 2. Proficiency in the use of firearms**
- 3. Successful graduation from, or willingness to enroll in and graduate within one year from the Indian Police Academy or a similar course substantially meeting or exceeding the level of training provided at the Indian Police Academy. Failure to graduate within one year will result in either dismissal or demotion**
- 4. At least five years' experience in law enforcement, or educational equivalent**
- 5. At least one year's experience in a supervisory capacity**
- 6. Preferential treatment will be extended to qualified Indian applicants**

Job Announcement #18-00-46
Deputy Director, Law Enforcement
Page 3

7. Valid drivers license, and automobile liability insurance required.
- If out of state must obtain a Mississippi driver's license within 30 days of employment date.

Contact: Donna Risher, Personnel Officer
Mississippi Band of Choctaw Indians
Route 7 Box 21
Philadelphia MS 39350
601/656-5251 ext. 129

MISSISSIPPI BAND OF CHOCTAW INDIANS



TRIBAL OFFICE BUILDING
ROUTE 7, BOX 21
PHILADELPHIA, MISSISSIPPI 39350
TELEPHONE (601) 656-5251

JOB DESCRIPTION

JOB TITLE: Captain, Department of Law Enforcement

SALARY:

SUPERVISOR: Director, Department of Law Enforcement

JOB LOCATION: Pearl River Community

SCOPE OF SERVICE AND EFFECT:

The Captain is responsible for the day-to-day functioning of the staff of the Choctaw Department of Law Enforcement, including police officers, dispatchers/clerks, and security guards.

RESPONSIBILITIES:

The responsibilities of the Captain are:

1. To supervise the work of all police and detention personnel, as well as the tribal security force.
2. To conduct investigations of reported violations of tribal, federal or state law within the tribal jurisdictional area as delegated by the Director.
3. To make arrests and to assist, as delegated by the Director, in the preparation and presentation of cases submitted for prosecution.
4. To maintain a complete system of employee accountability, including time and duty assignments, rotational shifts and regular radio contacts.

DUTIES:

The duties of the Captain include:

1. Enforcing tribal laws and ordinances within the reservation jurisdictional area.
2. Instructing the tribal police in areas designated by the Director which may include any of the following: general police procedures, rules of evidence, court procedures, public relations, laws of arrest, criminal investigations, traffic laws and federal and tribal law.

JOB DESCRIPTION

Captain, Department of Law Enforcement

Page 2

DUTIES (Cont.):

3. Conducting investigations of violations of law as delegated by the Director.
4. Assuring compliance with all daily and internal reporting requirements, including incident reports.
5. Monitoring the effectiveness of the police in the discharge of their duties, maintaining appropriate standards of conduct and appearance, and keeping a strict accounting of the equipment issued them in connection with their official duties.
5. Supervising the day-to-day activities of the Adult Correction Center and maintaining its compliance with the requirements of 25 CFR 11.306 and 68 BIA Manual 7.11.
7. Making recommendations to the Director concerning department procedures, budgeting and personnel matters.
8. Working cooperatively with the tribal prosecutors in the presentation of evidence.
9. Other duties as assigned by the Director of Law Enforcement.

WORK ENVIRONMENT:

The Captain has an office at the Adult Corrections Center in the Pearl River Community.

PHYSICAL DEMANDS:

The Captain is subject to call 24 hours per day, seven days per week. Performance of duties requires work at irregular hours, and involves personal risks and exposure.

QUALIFICATIONS:

1. Proficiency in the use of firearms.
2. Successfully completed an approved Basic Police Training Course.
3. Successful graduation from, or ability to enroll in and graduate within one year from the Indian Police Academy or a similar course substantially meeting or exceeding the level of training provided at the Indian Police Academy on Supervisory Police Officer Training.
4. Must be familiar or quickly become familiar with Federal Indian Law.
5. At least five years' experience in law enforcement.
6. Preferential treatment will be extended to qualified Indian applicants.
7. Possess reliable transportation, valid driver's license and insurance.

MISSISSIPPI BAND OF CHOCTAW INDIANS



TRIBAL OFFICE BUILDING
ROUTE 7, BOX 21
PHILADELPHIA, MISSISSIPPI 39350
TELEPHONE (601) 656-5251

JOB DESCRIPTION

JOB TITLE: Sergeant of Police, Department of Law Enforcement

SALARY:

SUPERVISOR: Director, Department of Law Enforcement

JOB LOCATION: Pearl River Community

SCOPE OF SERVICE AND EFFECT:

The Sergeant of Police is responsible for the shift functioning of the staff of the Choctaw Department of Law Enforcement, including police officers, dispatchers/clerks, and security guards.

RESPONSIBILITIES:

The responsibilities of the Sergeant of Police are:

1. To supervise the work of all police and detention personnel, as well as the tribal security force during the assigned shift.
2. To conduct preliminary investigations of reported violations of tribal, federal or state law within the tribal jurisdictional area.
3. To make arrests and to assist, as delegated by the Director, in the preparation and presentation of cases submitted for prosecution.
4. Responds to trouble calls, either as a first officer responding or as a backup to a lower graded officer.

DUTIES:

The duties of the Sergeant of Police include:

1. Enforcing tribal laws and ordinances within the reservation jurisdictional area.
2. Perform as a field training officer for new police officers in general police procedures, rules of evidence, court procedures, public relations, laws of arrest, criminal investigations, traffic laws and federal and tribal law.
3. Conducting investigations of violations of law as designated by the Director.

J.18

"CHOCTAW SELF-DETERMINATION"

JOB DESCRIPTION

Sergeant of Police, Department of Law Enforcement

Page 2

DUTIES (Cont.):

4. Assuring compliance with all daily and internal reporting requirements, including incident reports during assigned shifts.
5. Monitoring the effectiveness of the police in the discharge of their duties, maintaining appropriate standards of conduct and appearance.
6. Supervising the shift activities of the Adult Correction Center and maintaining its compliance with the requirements of 25 CFR 11.306 and 68 BIA Manual 7.11.
7. Making recommendations to the Supervisor concerning department procedures and personnel matter.
8. Working cooperatively with the tribal prosecutors in the presentation of evidence.
9. Other duties as assigned by the Director of Law Enforcement

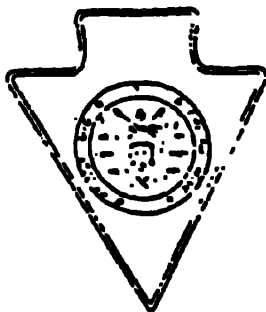
PHYSICAL DEMANDS:

The Sergeant of Police is subject to call 24 hours per day, seven days per week. Performance of duties requires work at irregular hours, and involves personal risks and exposure.

QUALIFICATIONS:

1. Proficiency in the use of firearms.
2. Successful completion of an approved Basic Police Training Course.
3. Successful graduation from, or ability to enroll in and graduate within one year from the Indian Police Academy or a similar course substantially meeting or exceeding the level of training provided at the Indian Police Academy on Supervisory Police Training.
4. Must be familiar or quickly become familiar with Federal Indian Law.
5. At least three years experience in law enforcement.
6. Preferential treatment will be extended to qualified Indian applicants.
7. Possess reliable transportation, valid driver's license and insurance.

MISSISSIPPI BAND OF CHOCTAW INDIANS



TRIBAL OFFICE BUILDING
ROUTE 7, BOX 21
PHILADELPHIA, MISSISSIPPI 39350
TELEPHONE (601) 656-5251

JAN 13 1986

FM

JOB ANNOUNCEMENT #19-01-22

Job Title: Police Officer (2 positions)
Supervisor: Police Captain
Salary: Negotiable
Opening Date: January 13, 1986
Closing Date: January 21, 1986 at 12:00 noon

Scope of Service and Effect:

The Police Officer is responsible for the maintenance of law and order on an assigned area within the jurisdiction of the Mississippi Band of Choctaw Indians.

Responsibilities:

1. To investigate, apprehend, arrest, and detain all persons charged with violations of 18 USC 1153, 1164, and 1165, and the Choctaw Tribal Code, and any state statutes which may be applicable within Indian Country in the state of Mississippi
2. To control and maintain order among traffic and pedestrians, and to investigate traffic accidents
3. To patrol assigned area of responsibility in an effort to reduce and/or control the number of crimes committed
4. To conduct initial investigations of crimes, and to secure the crime scene and evidence
5. To make arrests and transport prisoners to appropriate authorities for booking or formal charging
6. To respond to all calls as quickly as possible
7. To serve federal, state, and tribal warrants, subpoenas, and other court papers
8. To testify at trials and hearings in federal, tribal, or state courts as required

DUTIES:

The duties of the Police Officer include:

1. Obtaining and using search and arrest warrants
2. Preparing initial, supplemental, and final reports as required, in a clear, logical, concise, and impartial manner
3. Serving on protection assignments
4. Providing non-enforcement services to the Public
5. Making searches, conducting interviews, corroborating testimony, and preparing case reports
6. Other duties as assigned by the Police Captain

WORK ENVIRONMENT:

The Police Officer is assigned primarily to one or another of the Mississippi Choctaw communities, but is expected to provide service in any other community or at any other location when assigned. Government quarters are furnished to some of the Police Officers.

PHYSICAL DEMANDS:

The incumbent must have considerable strength and agility to pursue suspects, to make and maintain arrests despite possible resistance, to move heavy objects which may present hazards, and to handle any emergency situations. Incumbent must be able to defend self and other against physical attack.

The position involves high risk with exposure to potentially dangerous situations, including attack with deadly weapons at unexpected times.

QUALIFICATIONS:

The minimum qualifications for the position of Police Officer are:

1. Applicant must not be less than 21 years of age, nor more than thirty-five (35) years of age at time of employment, in compliance with the BIA police academy regulations.
2. Applicant must have satisfactory scores on placement test (TABE) prior to selection for employment.
3. Applicant must be in good physical/mental health; also Applicant must have physical examination upon employment.
4. Applicant must be in conformity with the height-weight ratio as required by the BIA standards.

5. Applicant must successfully withstand a personnel background investigation to determine that he/she is of good moral character, and that he/she is honest, reliable, loyal, and above reproach.
6. Applicant must not have any record of ever being convicted for any type of felony.
7. Applicant must pass firearms test prior to employment.
8. Ability to write reports in English in a clear and logical manner
9. High degree of ability to meet and deal with a wide range of persons in stressful situations
10. Proficiency, or high potential of proficiency, in the use of firearms
11. Graduate of, or willingness and ability to graduate from, within one year, the Basic Police Training Course at the Indian Police Academy or a similar course substantially meeting or exceeding the level of training provided by the Indian Police Academy. Failure to graduate within one year will result in dismissal.
12. Fluency in Choctaw and English
13. High school diploma or GED, some college work preferred
14. Preferential treatment will be extended to qualified Indian applicants
15. Possess reliable transportation, valid driver's license, and insurance

IF INTERESTED, CONTACT:

Donna Risher, Personnel Officer
Mississippi Band of Choctaw Indians
Route 7, Box 21
Philadelphia, MS 39350

(601) 656-5251, Ext. 129

MISSISSIPPI BAND OF CHOCTAW INDIANS
OFFICE OF THE TRIBAL CHIEF



TRIBAL OFFICE BUILDING
ROUTE 7, BOX 21
PHILADELPHIA, MISSISSIPPI 39350
TELEPHONE (601) 656-5251

JM

JOB ANNOUNCEMENT #18-01-65 APR 03 1986

Position Title: Dispatcher/Clerk, Law Enforcement (1 position)
Salary Range: 3/1 (\$11,355)
Opening Date: April 08, 1986
Closing Date: April 15, 1986
Supervisor: Deputy Director, LES

Scope of Service and Effect:

The Dispatcher/Clerk is responsible for communications of all sorts within the tribal Department of Law Enforcement, including radio and telephone communications, and written communications in the form of reports, correspondence, and files.

Duties and Responsibilities:

The duties and responsibilities of the Dispatcher/Clerk are:

1. Receiving and routing all incoming telephone calls, dealing tactfully with the public; condensing information received and relaying it to the officer(s) in the field via radio
2. Maintaining a current radio log, and recording all transmissions received or dispatched during the tour of duty
3. Following the rules and regulations set forth by the Federal Communications Commission relative to the operations of the radio communications system, and transmitting and receiving messages in the prescribed 10 Series Code
4. Maintaining alphabetical and chronological subject matter files of criminal and civil complaints and logging them in their proper order
5. Serving as jailor for the Adult Corrections Center, being responsible for the control safety and welfare of incarcerated persons, and seeing that 1) the medical needs of individuals under his/her charge are met, 2) proper admittance procedures are complied with and 3) property of prisoners is properly inventoried and recorded

6. For female Dispatcher/Clerks, in the absence of a female police officer, searching female prisoners and performing other necessary duties relating to the incarceration of female prisoners
7. Assisting in investigations as necessary
8. Serving as computer operator for the Dataspeed workstation, and inputting information concerning incidents and crimes committed
9. Other duties as assigned by the Police Captain

Work Environment:

The Dispatcher/Clerk works at the Choctaw Adult Corrections Center in the Pearl River community on a rotating 24-hour, seven day schedule.

Physical Demands:

The work requires irregular hours, and, due to the nature of the communication work, the incumbent must be free of any speech impediments.

Qualifications:

The minimum qualifications for the position of Dispatcher/Clerk are:

1. High school diploma or GED
2. Ability to write clear, concise reports
3. Knowledge of procedures for radio, telephone, and filing
4. Knowledge of the Choctaw communities
5. Fluency in Choctaw and English
6. Preferential treatment will be given to qualified Indian applicants

For application and additional information, contact:

Donna Risher, Personnel Officer
Tribal Office Building
Route 7 Box 21
Philadelphia MS 39350
601/656-5251 ext. 129

**MBCI-BIA INVENTORY OF ACCOUNTABLE PROPERTY
LAW ENFORCEMENT SERVICES**

<u>BIA NO.</u>	<u>NAT'L STK NO.</u>	<u>DESCRIPTION</u>	<u>MFG</u>	<u>MODEL NO.</u>	<u>SERIAL NO.</u>
0406943	6650	BINOCULARS	BAUSCH		187693
0406934	6650	BINOCULARS	MARK 21		
0406922	6650	BINOCULARS	MARK 21		
1005118	6700	RECORDER/TAPE	SONY		30532
1005157	6700	CAMERA/STILL	KODAK		
1005158	6700	CAMERA/STILL	KODAK		
1005150	6700	CAMERA/STILL	KODAK		
1005161	6700	CAMERA/STILL	KODAK		
1005162	6700	LIT/OS/AUTO/POL			
1005174	6700	CAMERA/STILL	KODAK		307122
1005233	4110	REFRIG/DOM/ELEC	WHIRLPOOL		323647
1005241	7310	RANGE/CY/GAS	CROWN		81411
1005275	7450	TYPEWRTR/ELEC	IBM		622522
1005424	6200	LIT/OS/AUTO/POL	FEDERAL		1510K73
1005425	6620	SIREN/ELEC	FEDERAL		2534354
1005483	6620	SIREN/ELEC	GE		4311192
1005485	7730	RADIO/TRANSAUTO	GE		4352660
1005486	7730	RADIO/MONITOR	GE		4311193
1005489	6620	SIREN/ELEC	GE		4311190
1005490	6620	SIREN/ELEC	GE		4311189
1005509	6620	SIREN/ELEC	GE		4311191
1005645	6660	APPARTUS/BREATH	S & W		0251002
1006139	7420	CALC/ELECTRONIC	TI		0301056
1006142	1005	FIREARMRIFSHOTS	WINCHESTER		4289447
1006143	1005	FIREARMRIFSHOTS	HIGH STD		P13319
1006144	1005	FIREARMRIFSHOTS	HIGH STD		P13319
1006145	1005	FIREARMRIFSHOTS	HIGH STD		P13319
1006146	1005	FIREARMRIFSHOTS	HIGH STD		F09046
1006706	5335	RECORD/PLAYBK	LANIER		140950
1006707	7450	TRANSCRIBER	LANIER		150756
1006859	7430	TYPEWRTR/ELEC	IBM		6770190
1006880	7110	SAFE/OFFICE	EVERSAFE		653595
1006881	6720	CAMERA/STILL	KODAK		071103
1006882	1005	FIREARMRIFSHOTS	CARBINE		4882151
1006883	1005	FIREARMRIFSHOTS	CARBINE		393891
1006884	1005	FIREARMRIFSHOTS	CARBINE		4884050
1006885	7450	DICTMACHTRCOMB	IBM		24117051
1006886	7450	DICTING MACH	IBM		11222733
1006887	7450	DICT MACHTRANS	IBM		12410520
1006888	7420	ADD MACH/ELEC	REMINGTON		378094
1006889	6720	CAMERA/STILL	SINGER		73853
1006890	1005	FIREARM/PISTOL	S & W		N9183
1006891	6620	SIREN/ELEC			
1006892	6660	APPARTUS/BREATH	STEPHENSON		051002
1006893	6730	PROJFILM-35MM	BELL & HOWELL		QC146011
1006894	7420	CALCULATOR/LST	TEAL		P140116
1006895	7420	CALCULATOR/LST	TEAL		P140395
1006896	6770	PHOTO CYPG MCH	XEROX		46135054
1006897	7730	RADIO/TRANSPORT	GE		39538747
1006898	7730	RADIO/TRANSPORT	GE		39538947

09/07/13

**MBCI-BIA INVENTORY OF ACCOUNTABLE PROPERTY
LAW ENFORCEMENT SERVICES**

<u>BIA NO.</u>	<u>NAT'L STK NO.</u>	<u>DESCRIPTION</u>	<u>MFG</u>	<u>MODEL NO.</u>	<u>SERIAL NO.</u>
7800022	7730	RADIO/TRANSPORT	GE		39538547
7800023	7730	RADIO/TRANSPORT	GE		39538547
7800024	7730	RADIO/TRANSPORT	GE		39538447
7800025	7730	RADIO/TRANSPORT	GE		39538547
7800026	5180	CHARGER/BATT	GE		39538548
7800027	5180	CHARGER/BATT	GE		39538548
7800028	5180	CHARGER/BATT	GE		39538545
7800029	5180	CHARGER/BATT	GE		39538544
7800030	5180	CHARGER/BATT	GE		39538544
7800031	5180	CHARGER/BATT	GE		39538544
7800032	6660	ANALYZER/BREATH	BREATHALYZ		3184
7800033	7430	TYPEWRTR/ELEC	IBM		425517
7800034	7430	TYPEWRTR/ELEC	IBM		4255340
7800035	7430	TYPEWRTR/ELECTR	IBM		0175632
7800037	7430	TYPEWRTR/ELEC	REMINGTON		792233
7800047	7450	DICTMACHTRCOMB	DICTAPHONE		
7800060	1005	FIREARM/PISTOL	S & W		99K8525
7800061	1005	FIREARM/PISTOL	S & W		99K8566
7800062	1005	FIREARM/PISTOL	S & W		99K8008
7800063	1005	FIREARM/PISTOL	S & W		99K8182
7800064	1005	FIREARM/PISTOL	S & W		99K8200
7800065	7730	RADIO/TRANSAUTO	GE		1413036
7800066	7730	RADIO/TRANSAUTO	GE		1413034
7800067	7730	RADIO/TRANSAUTO	GE		1413035
7800068	7730	RADIO/TRANSAUTO	GE		1413033
7800069	7730	RADIO/TRANSAUTO	GE		1413037
7800094	6720	CAMERA/STILL	CANON		5438926
7800095	6720	CAMERA/STILL	CANON		5446800
7800096	6220	AERODYNI			
7800100	7730	RADIO/TRANSPORT	GE		36360141
7800101	7730	RADIO/TRANSPORT	GE		36360541
7800102	7730	RADIO/TRANSPORT	GE		36360041
7800103	7730	RADIO/TRANSPORT	GE		36360241
7800104	7730	RADIO/TRANSPORT	GE		3630441
7800105	5180	CHARGER/BATT	GE		36361240
7800106	5180	CHARGER/BATT	GE		36360940
7800107	5180	CHARGER/BATT	GE		36361440
7800108	5180	CHARGER/BATT	GE		36360840
7800109	5180	CHARGER/BATT	GE		36361540
7800110	5180	CHARGER/BATT	GE		36361040
7800111	5180	CHARGER/BATT	GE		36361140
7800112	5180	CHARGER/BATT	GE		3631340
7800113	7450	DICTATING MACH	DICATAPH		40531
7800114	7430	TYPEWRTR	IBM		14591455
7800115	7430	TYPEWRTR/ELEC	IBM		14591454
7800116	7450	DICTATING MACH	DICATAPH		40532
7800117	7420	CALCULATOR/LST	VICTOR		6049498
7800122	7450	DICT MACHTRANS	DICATAPH		253027
7800123	7730	RADIO/TRANSPORT	GE		36360341
7800124	7730	RADIO/TRANSPORT	GE		36360541

90/07/13

**MBCI-BIA INVENTORY OF ACCOUNTABLE PROPERTY
LAW ENFORCEMENT SERVICES**

<u>BIA NO.</u>	<u>NAT'L STK. NO.</u>	<u>DESCRIPTION</u>	<u>MFG</u>	<u>MODEL NO.</u>	<u>SERIAL NO.</u>
7800125	7730	RADIO/TRANSPORT	GE		36350741
7800126	1005	FIREARM/PISTOL	S & W		2657975
7800127	1005	FIREARM/PISTOL	S & W		2657471
7800128	1005	FIREARM/PISTOL	S & W		2657471
7800129	1005	FIREARM/PISTOL	S & W		2657471
7800130	1005	FIREARM/PISTOL	S & W		2657471
7800131	1005	FIREARM/PISTOL	S & W		2657471
7800132	1005	FIREARM/PISTOL	S & W		2657471
7800133	7730	RADIO/TRANS AUTO	GE		2106666
7800134	5841	RADAR/SPD UNIT	SPEEDGUN		001730
7800135	5841	RADAR/SPD UNIT	SPEEDGUN		001730
7800136	5841	RADAR/SPD UNIT	SPEEDGUN		001730
7800137	5841	RADAR/SPD UNIT	SPEEDGUN		001730
7800139	5445	RADIO/RECOMCON	GE		2115062
7800150	5445	RADIO/REMOTCON	GE		2106666
7800161	6220	LIT/OS/AUTO/POL	AERODYNI		
7800162	6220	LIT/OS/AUTO/POL	AERODYNI		
7800163	5445	RADIO/TRANSBASE	GE		2115061
7800199	6220	LIT/OS/AUTO/POL	AERODYNI		

90/07/13

J.27

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1. This contract incorporates the written representations, certifications and other written agreements made by the offeror.

July 20, 1990

Chief Phillip Martin
Tribal Chief
Mississippi Band of Choctaw Indians
Philadelphia, MS 39350

Dear Chief Martin:

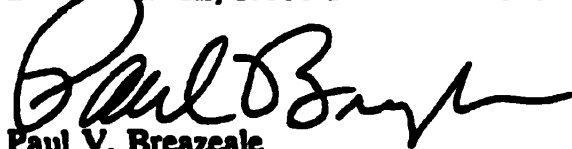
We are independent certified public accountants licensed by the State of Mississippi and have been engaged to provide this certification on the bookkeeping and accounting procedures of the Mississippi Band of Choctaw Indians.

We have reviewed those internal accounting controls and administrative control procedures of the Mississippi Band of Choctaw Indians that we considered relevant to the criteria established by the Federal government.

Based on our above-mentioned review, it is our opinion that the bookkeeping and accounting procedures which the Mississippi Band of Choctaw Indians presently uses meet the standards of section 276.7 of 25 CFR concerning the Indian Self Determination and Education Act (Public Law No. 93-638).

Sincerely,

BREAZEALE, SAUNDERS & O'NEIL, LTD.



Paul V. Breazeale
Certified Public Accountant

PVB/lmd

WARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 250) PAGE 1 XX

2. CONTRACT (Proc. Inv. Item) NO. **CIS78198003**

3. EFFECTIVE DATE **October 1, 1990**

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ADMINISTERED BY (If other than Item 2) CODE

6. ADMINISTERED BY (If other than Item 2) CODE

A/EASTERN AREA OFFICE
CONTRACTS AND GRANTS ADMINISTRATION
1951 CONSTITUTION AVENUE, N.W. MS- 260
WASHINGTON, D.C. 20245

MAR 2 1991
MS 39,250

7. NAME AND ADDRESS OF CONTRACTOR (na., street, city, county, State and ZIP Code)

MISSISSIPPI BAND OF CHOCTAW INDIANS
P. O. BOX 6010
CHOCTAW BRANCH
PHILADELPHIA, MISSISSIPPI 39350

8. DELIVERY FOB ORIGIN OTHER (See notes)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (If copies unless otherwise specified) TO THE ADDRESS SHOWN IN: **No. 5 thru Choctaw Agency**

ORIGINAL

11. SHIP TO/MARK FOR **Same as Item No. 5**

12. PAYMENT WILL BE MADE BY **BIA/EAO, Finance and Accounting**
3701 North Fairfax Drive, Virginia Square Plaza
Arlington, Virginia 22203

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 16 USC 2304(a)(1) 25 U.S.C. 450f & 25 CFR 271 41 USC 253(a)(10)(15)

14. ACCOUNTING AND APPROPRIATION DATA
See attached "Financial Information for Obligations" Sheet

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	To administer the AGRICULTURE (SOIL & MOISTURE) PROGRAM for Fiscal Year 1991, beginning October 1, 1990 through an indefinite period of time unless request for change. The funding for this contract for Fiscal Year 1991 is tentative and subject to revision, increase or decrease upon receipt of actual Congressional appropriations and the allocation of these funds by the Washington, D.C. Office.				

15G. TOTAL AMOUNT OF CONTRACT **\$ 15,480.00**

16. TABLE OF CONTENTS

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

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. **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. **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

PHILIP MARTIN, TRIBAL CHIEF
MISSISSIPPI BAND OF CHOCTAW INDIANS

19B. NAME OF CONTRACTOR

Philip Martin
 (Signature of person authorized to sign)

19C. DATE SIGNED

11/19/90

20A. NAME OF CONTRACTING OFFICER

EDWARD J. LOVELETTE, CONTRACTING OFFICER
WS #1420-4166-0892-IV

20B. UNITED STATES OF AMERICA

Edward J. Lovelette
 (Signature of Contracting Officer)

20C. DATE SIGNED

11/29/90

** OFC Note, see next page.*

CONTINUATION SHEET

CONTRACT NUMBER: CTS78T98003

CONTRACTOR: MISSISSIPPI BAND OF CHOCTAW
INDIANS

MODIFICATION NUMBER: N/A

FINANCIAL INFORMATION
FOR OBLIGATION

<u>CONTRACT NUMBER</u>	<u>ACCOUNTING AND APPROPRIATION DATA</u>	<u>CONTRACT BALANCE BEFORE</u>	<u>MODIFICATION (-)/(+)</u>	<u>CONTRACT BALANCE AFTER</u>
CIS78T98003	S78-01/1/3915/5131	-0-	-0-	\$12,000.00
	S78-01/1/3215/2664	-0-	-0-	3,480.00
	CONTRACT TOTAL:	-0-	-0-	\$15,480.00

Note: OGC is not including Schedules F, G, H, I, J, & K from this Agriculture program contract because these materials duplicate those circulated in the Law Enforcement contract. The original is available in OGC.

8-3-93

SECTION B

SERVICES AND COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
--------------------	---------------------------	------------------------------

B.1	The Contractor shall provide Agriculture (Soil and Moisture) Services for the members of the Mississippi Band of Choctaw Indians in accordance with the requirements of this contract.	
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The estimated cost is based on the attached budget.

B.1

AGRICULTURE (SOIL AND MOISTURE) PROGRAM

BUDGET OF SCHEDULED ALLOWABLE COSTS

1. Supplies	\$ 1,400.00
2. Other Cost	<u>10,600.00</u>
TOTAL DIRECT COST	\$12,000.00
INDIRECT COST	<u>\$ 3,480.00</u>
CONTRACT TOTAL	\$15,480.00

* * *

AGRICULTURE

Supplies

Office supplies	\$1,000	
Operating supplies	400	
		\$1,400

Other Costs

Local POV mileage @ \$.024/mi	300	
GSA vehicle lease	2,800	
Vehicle insurance	700	
Telephone	1,100	
Gasoline/vehicle maintenance	1,700	
Garden preparation expense	4,000	

10,600

Total Direct Costs		12,000
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Indirect Costs @ 29%		3,480
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TOTAL		\$15,480
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SECTION C

DESCRIPTION/SPECIFICATIONS

C.1. PURPOSE

The Bureau program(s) to be performed under this P.L. 93-638 renewal contract between the Bureau of Indian Affairs (BIA) and the Mississippi Band of Choctaw Indians is to provide for the continued operation and administration by the Tribe of the Agriculture (Soil and Moisture) Program.

C.2. SCOPE OF WORK

The Tribe entered into a Mature Contract for the operation of the following Bureau programs entitled Agriculture (Soil and Moisture) Program.

The Tribe shall conduct implementation of agriculture activities relating to soil erosion, moisture conservation, pest control, and other agronomic practices. Prepare a conservation plan for each farm/pasture lease with soil and moisture conservation stipulations, necessary to ensure compliance with the applicable provisions of 25 CFR 162, 166, 167 and 168. Establish and perform a compliance monitoring program to ensure conservation provisions of the lease are fully implemented by the lessee.

Program Data: The number of soil conservation measures undertaken (acres, miles, cubic yards of earth moved, number of cooperators) involving rough tillage, contour farming, weed and pest control, crop rotation, terracing, fertilization, soil surveys soils analysis, drainage investigations, erosion control, diking, gully plugs, water ways, drop structures, livestock water facilities, fencing, deep plowing, installation of wind breaks, lease compliance inspections, and soil conservation plans developed.

Deliverables: A conservation plan for each farm/pasture lease, conservation stipulations compliance inspection reports, and an annual report containing the program data required.

The proposed goals for each of the programs are as follows:

- C.2.1 To assist 150 families per year with home gardening -- cultivation and technical assistance.
- C.2.2 To provide technical assistance to community members in the areas of agricultural land use plans, erosion control measures, soil testing, etc.

SECTION C

DESCRIPTION/SPECIFICATIONS

C.2.3 To coordinate the use of services to individual tribal members from the Mississippi Cooperative Extension Service, the Soil Conservation Service, and the Agricultural Stabilization and Conservation Service.

C.3. INCORPORATION OF CONTRACTOR'S PROPOSAL

The Contractor shall, in meeting the requirements of this contract, perform work and services in accordance with the Contractor's technical proposal to the Eastern Area Office, BIA, for the Agriculture (Soil and Moisture) Program dated July 16, 1990. Provided however, that to the extent that any provisions of the contract clauses are in conflict or are inconsistent with any provisions of said proposal, the provisions of the contract clauses shall be controlling and shall supersede the provisions of said proposal.

GRANT APPLICATION APPENDIX

1.	GRANT AGREEMENT	2 Page(s)
2.	S. F. 424 - APPLICATION FOR FEDERAL ASSISTANCE . . .	1 Page(s)
3.	PART 100, SPECIAL CONDITIONS	4 Page(s)
4.	PART 200, PROJECT(S) TO BE PERFORMED	3 Page(s)
5.	PART 300, APPENDIX A TO GENERAL CONDITIONS APPLICABLE TO GRANT PRINCIPLES, STANDARDS AND REPORTING REQUIREMENTS	13 Page(s)
6.	<u>ATTACHMENTS</u>	
	*A. SCHEDULE OF ALLOWABLE COSTS	3 Page(s)
	*B. SCHEDULE OF KEY PERSONNEL WITH POSITION DESCRIPTIONS	13 Page(s)
	C. TRIBAL RESOLUTION	2 Page(s)
	D. ACTIVITY MONITORING TIMETABLES	3 Page(s)
	E. DRUG FREE WORKPLACE CERTIFICATION	1 Page(s)

* These items omitted by OGC from AOR Supplement because of their limited relevance, their volume, their legibility. Original is available for inspection in OGC, if desired.



8-3-93

1. EFFECTIVE DATE: <u>6/1/92</u>	2. GRANT AMENDMENT NO. _____	3. GRANT NUMBER <u>GTS78T98028</u>
-------------------------------------	---------------------------------	---------------------------------------

4. ISSUED BY Bureau Organization and Address: Bureau of Indian Affairs Eastern Area Office - Suite 260 Contracts & Grants Administration 3701 North Fairfax Drive Arlington, Virginia 22203	5. ISSUED TO (GRANTEE) Organization and Address: Mississippi Band of Choctaw Indians Choctaw Branch P. O. Box 6010 Philadelphia, Mississippi DECEMBER 1992
---	---

6. BUREAU ADMINISTRATOR a. Name: Agnes Barney b. Title: Grants Officer c. Telephone No.: (703) 235-3714 d. P. O. Address: Same as Block #5	7. ADMINISTRATOR a. Name: Phillip Martin b. Title: Tribal Chief c. Telephone No.: (601) 656-5251 d. P. O. Address: Same as Block #5
--	---

8. PURPOSE AND DESCRIPTION (SUMMARY) For the operation of the Indian Child Welfare Act (ICWA) Grant for Fiscal Year 1992 in the amount of \$65,000.00	9. PERFORMANCE PERIOD a. Start: 6/1/92 b. Complete: 5/31/93
--	---

10. ACCOUNTING AND APPROPRIATION DATA S78980-92-32400 - \$65,000.00	11. ESTIMATED AMOUNT a. Initial: \$65,000.00 b. Amended: -0-
--	--

12. CONDITIONS
The order of precedence in the event there is a Conflict/Inconsistency in any attachments will be as follows: (i) Special Conditions (Part 100); (ii) General Conditions Applicable to Grants (Part 200); (iii) Grantee's Application/Amendment (Part 300).
This Grant Agreement/Amendment is subject to the conditions of the following documents, which are attached:
i. Special Conditions, Page(s)
ii. General Conditions Applicable to Grants, Pages
iii. Grantee's Application/Amendment Proposal dated 7/20/92

13. OFFER a. This Grant Agreement/Amendment is offered under authority of Section 104 (a) of Title I of the Indian Self-Determination and Education Assistance Act (P.L. 93-638, 88 STAT. 2203) b. UNITED STATES OF AMERICA By: <u>Agnes Barney</u> Signature of authorized Official c. Typed or Printed Name and Title: Agnes Barney, Grants Officer Warrant No. 1420-4173-0793 d. Date Signed: <u>8/14/92</u>	14. ACCEPTANCE a. The Grantee accepts this Grant Agreement/Amendment. The undersigned represents that he is duly authorized to act on behalf of the Grantee. b. NAME OF GRANTEE: By: <u>Phillip Martin</u> Signature of Authorized Official c. Typed or Printed Name and Title: Phillip Martin Tribal Chief d. Date Signed: <u>8.26.92</u>
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CONTINUATION SHEET

GRANT NUMBER GTS78T98028

GRANTOR:

AMENDMENT NUMBER

FY 1992 ICWA
Mississippi Band of Choctaw

FINANCIAL INFORMATION
FOR OBLIGATION

<u>GRANT NUMBER</u>	<u>ACCOUNTING AND APPROPRIATION DATA</u>	<u>GRANT BALANCE BEFORE</u>	<u>MODIFICATION (-)/(+)</u>	<u>GRANT BALANCE AFTER</u>
GTS78T98028	<u>Direct Cost:</u>			
001	S78980-92-32400	<u>-0-</u>	<u>-0-</u>	\$ 65,000.00
	TOTAL FY 1992	\$ <u>-0-</u>	<u>-0-</u>	\$65,000.00

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED 04/30/92	Applicant's Office N.A.
3. DATE RECEIVED BY STATE N.A.	State Application Identifier N.A.
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMITTAL:
Application

Construction Construction
 Non-Construction Non-Construction

5. APPLICANT INFORMATION

Legal Name: **Mississippi Band of Choctaw Indians**

Organizational Unit: **Family and Community Services**

Address (give city, county, state, and zip code):
**Box 6010 Choctaw Branch
Philadelphia MS 39350**

Name and telephone number of the person to be contacted on matters involving this application (give area code):
**Harrison Ben
601/656-5251 ext. 312**

Neshoba County

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

6	4	-	0	3	4	5	7	3	1
---	---	---	---	---	---	---	---	---	---

8. TYPE OF APPLICATION:

New Continuation Revision

If Revision, enter appropriate letter(s) in box(es):

A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other (specify):

7. TYPE OF APPLICANT: (enter appropriate letter in box)

A. State	H. Independent School Dist.
B. County	I. State Controlled Institution of Higher Learning
C. Municipal	J. Private University
D. Township	K. Indian Tribe
E. Interstate	L. Individual
F. Intermunicipal	M. Profit Organization
G. Special District	N. Other (Specify):

9. NAME OF FEDERAL AGENCY:
Bureau of Indian Affairs DoI

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: **1 5 1 4 4**

TITLE: **Indian Child Welfare Act
Title II Grants**

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Choctaw Children's Services Program

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):
Choctaw Reservation, Mississippi, and designated near-reservation areas

13. PROPOSED PROJECT:

Start Date	Ending Date
06/01/92	05/31/93

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant	b. Project
3rd	3rd

15. ESTIMATED FUNDING:

a. Federal	\$	65,000	.00
b. Applicant	\$.00
c. State	\$.00
d. Local	\$.00
e. Other	\$.00
f. Program Income	\$.00
g. TOTAL	\$	65,000	.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____

b. NO. PROGRAM IS NOT COVERED BY E.O. 12372
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

Yes If "Yes," attach an explanation. No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN SOLELY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative Phillip Martin	b. Title Chief	c. Telephone number 601/656-5251
d. Signature of Authorized Representative <i>Phillip Martin</i>		e. Date Signed 04/30/92



Previous Editions Not Usable

Standard Form 324 10/80 J. Prescribed by OMB Circular A-1

Authorized for Local Reproduction

**PART 100
SPECIAL CONDITIONS**

101. Grantee:

Mississippi Band of Choctaw Indians

102. Grant Number: GTS78T98028

103. Grant Amount: \$65,000.00

104. Grant Term:

The term of this grant is for a period of twelve (12) months beginning 6/1/92, and ending on 5/31/93.

105. Grantee's Obligations

The Grantee agrees it will implement and complete the effort or program described in its Application dated March 3, 1992 with changes and/or terms agreed to as follows:

A. Reports and Availability of Information to Indians

The Grantee shall make information and reports concerning the Grants available to the Indian people which it serves or represents. Access to the data shall be requested, in writing, and shall be made available to the Tribe within ten (10) days of receipt of the request, subject to any exceptions provided for in the Freedom of Information Act (5 USC 552), as amended by the Act of November 21, 1974 P.L. 93-502; 88 Stat. 1561).

B. Grant Revision or Amendment

- 1. Budget revisions or amendments to the Grant shall not be made unless there is an increase or decrease to the total Grant amount. However, a final close-out Budget revision shall be submitted if adjustments are to be made to the Grant budget before the end of the Grant period.**
- 2. Requests for revisions or amendments, other than budget revisions referred to in paragraph (1) of this section, shall be made to the Grant Officer's Representative (GOR) responsible for approving the Grant in its original form. Upon receipt of a request for revisions or amendments, the responsible GOR shall follow the same review procedures and time frame provided for in 25 CFR 272 GRANTS UNDER INDIAN SELF-DETERMINATION ACT, paragraph 272.19.**

3. Grant Appeals

A Grantee may exercise its appeal rights to the Interior Board of Contract Appeals, any adverse decision or action of a Grant Officer regarding the Grant under this part as provided in Subchapter A of 25 CFR Part 2.

4. Appeals from Decision to Cancel Grant for Cause

A Grantee may appeal any decision of a Bureau official to cancel the Grant under this Part for cause. The appeal shall be made as provided in Subchapter A of 25 CFR Part 2.

106. Grant Payments

A. For performing this project, the Grantee shall be reimbursed for all allowable costs incurred, up to, but not to exceed the total budgeted amount of the Grant. The total budgeted amount of this Grant is stated in Item Eleven (11) of the GRANT AGREEMENT/AMENDMENT.

B. Grant payment shall be reimbursed to the Grantee under the Bureau of Indian Affairs' P-638 Automated Clearing House (ACH) Payment System commencing with Fiscal Year 1991. All grant payments shall be coordinated through the designated Grant Officer's Representative or his/her designee authorized to sign payments requested by the Grantee.

107. Withholding Grant Payments

Notwithstanding any other payment provisions of this Grant, failure of the Grantee to submit reports when due, or failure to perform will result in the withholding of payments under this Grant. The government shall promptly notify the Grantee of its intention to withhold payments.

108. Procurement Standards

As outlined in OMB's Circular A-102, Attachment O shall be followed in all Procurement Actions taken under the terms of the Grant the Grantee is required to maintain written documentation regarding all procurement activity.

109. Reporting Requirements

The Grantee agrees to submit an original and one (1) copy of the following reports to the Grant Officer, through the Grant Officer's Representative (GOR). Funds will be withdrawn if the Grantee does not comply with this requirement. These reports shall be submitted within 30 days after the dates shown below:

September 1, 1992, December 1, 1992, March 1, 1993 and May 31, 1993.

- A. **Performance Narrative Reports:** (a) each report shall include a brief description of all activities and progress accomplishing the objectives of the grant; and (b) a summary of problems encountered.
- B. **Final Performance Report** must be submitted within 90 days of the end of the grant period.
- C. **Financial Status Report (SF-269A):** This form must be used to report all advance payments and liquidation of advance payments.

110. Travel

The Grantee's attention is directed to 25 CFR 276, Appendix A, Part 11, A.28, which provides for payment of Grantee's travel costs insofar as such costs are consistent with those normally allowed in like circumstances in non-Federally sponsored activities. The Grantee is cautioned that travel costs paid by the Grantee are allowable only to the extent that they comply with requirements set forth in 25 CFR 276, Appendix A, Part II, A.28. The Grantee is further cautioned that its travel policy must be uniformly administered and be reasonable in light of the economic conditions prevailing in the area(s) in which the travel occurs or they may be subject to disallowance.

111. Lobbying

18 USC 1913 forbids the use of funds appropriated by Congress for lobbying purposes. Therefore, no part of the Grantee's grant funds shall be used, directly or indirectly, for lobbying expenditures, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress.

112. Training

All training, workshops, courses, and seminars attended by the Grantee, when using funds from this grant, shall be related to the grant. Training undertaken shall be reported in the required Performance Report and shall contain the titles of the courses, workshops or seminars; places where they were held; person(s) attending; and any other pertinent information.

113. Cost Schedule

Due to changed procedures alluded into Item 105(B)(1) above, the title BUDGET OF ALLOWANCE COST is replaced by a new sheet called "COST SCHEDULE." Any and all changes to the COST SCHEDULE sheet will not require a formal Grant modification; rather the Grant Officer's Representative (GOR) will document any such changes in a memorandum to the Grant Officer. The only time a formal Grant modification will be issued regarding financial matters in the Grant is when the total Grant value is increased or decreased. The determination whether a cost is allocable and allowable for Bureau payment under a Grant is based on the cost principles set forth in 25 CFR 276, Appendix A.

114. Tribal Government Officers' Salaries and Expenses

25 CFR 276, Appendix A, Part II, D-6, states that "The salaries and expenses of tribal government officers are considered a cost of general tribal government and are unallowable..." However, C.9 of the same citation indicates that "Identifiable salary and expense costs incurred as a direct result of a tribal government officer's services to a Grant program..." are allowable, subject to advance agreement with the approval by the Bureau. In this regard and prior to compensating any elected or appointed tribal government officer with P. L. 93-638 Grant funds, the tribe must submit a request, in writing, to the Area Grant Officer for approval. Until such written approval is provided by the Grant Officer, any and all salaries and expenses incurred by the elected or appointed tribal government officer shall be borne by the Grantee.

115. Grant Officer's Representative

Ms. Evelyn Roanhorse, Area Social Worker, Eastern Area Office, MS 260 VA SQ, 3701 North Fairfax Drive, Arlington, Virginia 22203 is hereby designated as the Grant Officer's Representative (GOR).

116. Single Audit Act of 1984 (P. L. 98-502)

In compliance with the "Single Audit Act of 1984 (Pub. L. 98-502)," and OMB Circular A-128, "Audit Requirements for State and Local Government," the Grantee shall have an audit performed and completed on an annual basis and in accordance with the Grantee's fiscal year.

117. Drug-Free Workplace

In the performance of this Grant, the Grantee shall certify a Drug-Free Workplace pursuant to the Drug-Free Workplace Act of 1988 (P.L. 100-690), for all Grants in excess of \$25,000.

118. Pre-Grant Costs

Any costs incurred by the Grantee prior to the award date of this Grant may be reimbursed if such cost are determined by the Grants Officer to be allocable, allowable, reasonable, and necessary. The Grantee is advised that any incurrence of pre-grant costs which are not approved by the Grants Officer are made at its own risk.

PART 200

PROJECT TO BE PERFORMED

201. STATEMENT OF WORK

Based upon the needs and overall methodology described above, the Mississippi Band of Choctaw Indians is proposing the following goal for the Children's Services Program for the one-year project period:

To reunite and strengthen families through immediate intervention and follow-up services by home visitation, counseling, and working with spiritual leaders in the community.

Within this overall goal, the following more specific objectives are also proposed:

- 1. To provide on-going services to the 86 families in the active caseload and an estimated 40 that will be investigated for possible neglect and/or abuse of children**
- 2. To maintain casework files and documentation on all Child Welfare cases**
- 3. To work in a joint effort with the Adoption Services program to sponsor an Indian Child Welfare Training Conference to be held in September of 1992.**

Operation Monitoring System

OMS-1 forms for the year, and OMS-2 forms containing complete action steps for the year proposed are contained in Attachment E of this application.

Culturally Relevant Approaches

An essential need in the proposed program, and one that precludes the use of social services institutions aside from the tribal government (including the state Department of Public Welfare) is the prevalence of Choctaw language speakers and the necessity of delivering services in that language. Through over 100 years of social and political

OAC note: Page missing in 8-2-93 Joni:
UR

202. EVALUATION AND MONITORING

The evaluation and monitoring of the project under this grant will be through the submission of reports to the Tribal Council and the Grant Officer's Representative (GOR). Such reports will enable the Grantee to determine whether the goals and objectives are being met and will provide a basis for revising the same, when necessary. Monitoring and performance will also enable the Grantee to control the day-to-day operations of the project to assure that progress is being made and will also permit identification of problems and to take appropriate corrective actions.

203. SUBMISSION OF REPORTS

The submission of reports under this grant shall be in accordance with General Conditions applicable to grants and Appendix A principles, standard and reporting requirements made a part of this grant by reference.

In addition to the above reporting requirements, the Grantor is required to submit the following reports to the BIA Grant offices.

1. Monthly Financial Status Reports are Required. Funds will be withheld/withdrawn from those Grantees not in compliance with this requirement.
2. Quarterly narrative summary of accomplishments and progressions of the Grantees goals and objectives are due within fifteen days after the end of each three month period.
3. Annual narrative report shall be due within ninety (90) days after the end of the Grant period.

PART 300
GENERAL CONDITIONS APPLICABLE
TO
GRANTS/COOPERATIVE AGREEMENT
AND
PRINCIPLES, STANDARDS AN REPORTING
REQUIRMENTS

**GENERAL CONDITIONS APPLICABLE
TO
GRANTS/COOPERATIVE AGREEMENT**

APPENDIX A

Bureau of Indian Affairs

GENERAL CONDITIONS APPLICABLE TO GRANTS
(MAY 1976)

[What follows is not part of the General Conditions, but is
for the user's convenience only.]

Table of Provisions

<u>No.</u>		<u>Page</u>
1	DEFINITIONS (Defines words and terms that are important to the grant agreement.)	1
2	APPLICABILITY OF 25 CFR 272 and 276 (Requires compliance with 25 CFR 272 and 276.)	1
3	PENALTIES (Describes the penalties for misusing or stealing grant property or funds.)	1
4	FAIR AND UNIFORM SERVICES (Requires that Indians affected by the scope of the grant receive fair and uniform services and assistance.)	2
5	INDIAN PREFERENCE REQUIREMENTS (Requires that Indians receive preference in training, employment, and contracts in connection with administration of the grant.)	2
6	SUBGRANTS AND SUBCONTRACTS TO NON-PROFIT ORGANIZATIONS (Requires that these General Conditions apply as minimum standards for subgrants and subcontracts with non-profit organizations.)	2
7	BONDINGS AND INSURANCE (Requires that construction or facility improvement contracts over \$100,000 comply with minimum bonding and insurance requirements; provides for bonding and insurance when the Bureau guarantees payment on money the grantee has borrowed.)	2
8	MONITORING PROGRAM PERFORMANCE (Requires constant monitoring of performance; provides for site visits by Bureau representatives.)	2

Table of Provisions (Cont'd)

<u>No.</u>		<u>Page</u>
9	GRANT AGREEMENT AMENDMENTS (Requires that changes in the grant agreement be reflected in a grant agreement amendment; requires grantee to submit any requests for changes in the form of an amendment proposal.)	2
10	SUSPENSION OF GRANT (Provides that the Bureau may suspend the grant if the grantee does not comply with its terms and conditions; describes suspension procedures; limits obligations and costs the grantee may incur during the period of suspension.)	2
11	CANCELLATION OF GRANT FOR CAUSE (Describes the circumstances under which the Bureau may cancel all or part of the grant; describes cancellation procedures.)	3
12	CANCELLATION OF GRANT ON GROUNDS OTHER THAN CAUSE (Provides for cancellation either by mutual consent or upon written notice by the grantee; prohibits new obligations by the grantee after cancellation; requires grantee to cancel outstanding obligations.)	3
13	GRANT CLOSEOUT (Describes grant closeout procedures.)	3
14	RECORD RETENTION REQUIREMENTS (Requires retention of certain grant and sub-grant records; describes conditions for Government and public access to the records.)	3

Payment and Financial Conditions

15	ACCEPTANCE OF PAYMENTS (Requires that the grantee refund or credit in full to the Bureau any overpayments the Bureau has made.)	4
16	CASH DEPOSITORIES (Requires a separate bank account when payments are made on a "check-paid" basis. Encourages use of minority banks.)	4

Table of Provisions (Cont'd)

<u>No.</u>		<u>Page</u>
17	WITHHOLDING OF PAYMENTS (Describes the circumstances under which the Bureau may withhold payments.)	4
18	BUDGET REVISION (Describes the criteria and procedures the grantee must follow in reporting deviations from budgets and in requesting revisions.)	4
19	PROGRAM INCOME (Provides for recording and disposition of program income.)	5
20	ALLOWABLE COST AND REIMBURSEMENT (Establishes the basis for reimbursement of incurred costs by the submission of monthly vouchers or invoices. Provides that amounts claimed and accepted will be used to offset (liquidate) advance payment balances.)	5
21	ADVANCE PAYMENT BY TREASURY CHECK (Provides guidelines for determining the amount of advances, return of funds, and liquidation)	5
22	ADVANCE PAYMENT BY LETTER OF CREDIT (Provides for application of Treasury Fiscal Requirements Manual and Department Circular 1075, as modified by the memorandum of understanding between the Departments of Treasury and Interior.)	6

APPENDIX A - PRINCIPLES, STANDARDS AND REPORTING REQUIREMENTS APPLICABLE TO GRANTS (MAY 1976)

<u>Section</u>	<u>Title</u>	<u>Page</u>
1	Principles for Determining Costs	1
2	Procurement Standards	7
3	Property Management Standards	9
4	Standards for Grantee and Subgrantee Financial Management Systems	11
5	Financial Reporting Requirements and Requests for Advances and Disbursement	11
6	Performance Reporting	13

MISSISSIPPI BAND OF CHOCTAW INDIANS

RESOLUTION CHO 81-92

A RESOLUTION TO APPLY FOR AN INDIAN CHILD WELFARE ACT GRANT

WHEREAS, the Indian Child Welfare Act, Public Law 95-608, was enacted to "promote the stability and security of Indian tribes and families by the establishment of minimum federal standards for removal of Indian children from their families and the placement of such children in foster or adoptive homes. . .[and] to provide assistance to Indian tribes and Indian organizations in the operation of child and family service programs," and

WHEREAS, the Mississippi Band of Choctaw Indians has operated an Indian Child Welfare Act grant program since fiscal year 1982, designed to preserve and protect the Choctaw family unit, and

WHEREAS, Indian Child Welfare Act grant programs are now available for only a 12-month funding period, and

WHEREAS, the Tribal Council wishes to continue necessary and, according to the periodic evaluations conducted by the Bureau of Indian Affairs area office, successful services to Choctaw children and families, and

WHEREAS, this Resolution has been reviewed and approved by the Committee on Children and Youth of the Tribal Council, now therefore be it

RESOLVED, that the Tribal Council does hereby authorize the Chief to apply for, negotiate, and sign an Indian Child Welfare Act grant from the Bureau of Indian Affairs for counseling and treatment of Choctaw families; family assistance, including home counseling and day care; and the licensing and regulation of foster and adoptive homes; for the 12-month period commencing May 1, 1992.

CERTIFICATION

I, the undersigned, as Secretary-Treasurer of the Mississippi Band of Choctaw Indians, certify that the Tribal Council of said Band is composed of 16 members, of whom 15, constituting a quorum, were present at a regular meeting thereof, duly called, noticed, convened, and held this 14th day of April, 1992; and that the foregoing Resolution was duly adopted by a vote of 15 members in favor, 0 opposed, and 0 abstaining.

Dated this 14th day of April, 1992.

ATTEST:

Phillip Martin
Chief

Grant Stevi
Secretary-Treasurer

RECOMMENDED:

Robert C. Benson
Superintendent, Choctaw Agency

4, 28, 1992
Date

**U.S. Department of the Interior
Certification Regarding
Drug-Free Workplace Requirements**

This certification is required by the regulations implementing the drug-free workplace requirements for Federal grant recipients under the Drug-Free Workplace Act of 1988. The regulations were published as Part II of the January 31, 1989, Federal Register (pages 4947-4966). A copy of the regulations is included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternate I (FOR GRANTEES OTHER THAN INDIVIDUALS)

A. The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Choctaw Social Services Office

Highway 16 West

Philadelphia MS 39350

Phillip Martin, Chief

Name and Title of Authorized Representative

Signature

Phillip Martin

Date 06/31/92

MISSISSIPPI BAND OF CHOCTAW INDIANS

RESOLUTION CHO 81-92

A RESOLUTION TO APPLY FOR AN INDIAN CHILD WELFARE ACT GRANT

WHEREAS, the Indian Child Welfare Act, Public Law 95-608, was enacted to "promote the stability and security of Indian tribes and families by the establishment of minimum federal standards for removal of Indian children from their families and the placement of such children in foster or adoptive homes. . .[and] to provide assistance to Indian tribes and Indian organizations in the operation of child and family service programs," and

WHEREAS, the Mississippi Band of Choctaw Indians has operated an Indian Child Welfare Act grant program since fiscal year 1982, designed to preserve and protect the Choctaw family unit, and

WHEREAS, Indian Child Welfare Act grant programs are now available for only a 12-month funding period, and

WHEREAS, the Tribal Council wishes to continue necessary and, according to the periodic evaluations conducted by the Bureau of Indian Affairs area office, successful services to Choctaw children and families, and

WHEREAS, this Resolution has been reviewed and approved by the Committee on Children and Youth of the Tribal Council, now therefore be it

RESOLVED, that the Tribal Council does hereby authorize the Chief to apply for, negotiate, and sign an Indian Child Welfare Act grant from the Bureau of Indian Affairs for counseling and treatment of Choctaw families; family assistance, including home counseling and day care; and the licensing and regulation of foster and adoptive homes; for the 12-month period commencing May 1, 1992.

CERTIFICATION

I, the undersigned, as Secretary-Treasurer of the Mississippi Band of Choctaw Indians, certify that the Tribal Council of said Band is composed of 16 members, of whom 15, constituting a quorum, were present at a regular meeting thereof, duly called, noticed, convened, and held this 14th day of April, 1992; and that the foregoing Resolution was duly adopted by a vote of 15 members in favor, 0 opposed, and 0 abstaining.

Dated this 14th day of April, 1992.

ATTEST:

Phillip Martin
Chief

Grant Steve
Secretary-Treasurer

RECOMMENDED:

Robert C. Benson
Superintendent, Choctaw Agency

4, 28 / 92
Date

**U.S. Department of the Interior
Certification Regarding
Drug-Free Workplace Requirements**

This certification is required by the regulations implementing the drug-free workplace requirements for Federal grant recipients under the Drug-Free Workplace Act of 1988. The regulations were published as Part II of the January 31, 1989, Federal Register (pages 4947-4966). A copy of the regulations is included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternate I (FOR GRANTEES OTHER THAN INDIVIDUALS)

A. The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the address for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Choctaw Social Services Office

Highway 16 West

Philadelphia MS 39350

Phillip Martin, Chief

Name and Title of Authorized Representative

Signature

Phillip Martin

Date 06/31/92

DI-1955 (2/89)

ORDER 1 SUPPLIES OR SERVICES

PAGE 1 OF 1 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 11/17/92	2. CONTRACT NO. (If any) BUY INDIAN	3. ORDER NO. PS3K00001183	4. REQUISITION/REFERENCE NO. K00100-93-021/524
5. ISSUING OFFICE (Address correspondence to) BUREAU OF INDIAN AFFAIRS ATTN: MS21-SIB, PROCUREMENT (202) 208-2939 1849 C STREET, NW WASHINGTON, DC 20245		6. SHIP TO: (Consignee and address, ZIP Code) BUREAU OF INDIAN AFFAIRS 1849 C STREET, NW RAMP D-MIN (PS3K00001183) SHIP VIA: WASHINGTON, DC 20245	
7. TO: CONTRACTOR (Name, address and ZIP Code) FIRST AMERICAN PRINTING & DIRECT MAIL P.O. BOX 7001 OCEAN SPRINGS, MS 39504-7001 (601) 875-8199 FAX#(601) 875-8198		8. TYPE OF ORDER <input checked="" type="checkbox"/> A. PURCHASE - Reference your QUOTE Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of: <u>41 USC 252 (C)(15) 258041</u> <input checked="" type="checkbox"/> B. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	

9. ACCOUNTING AND APPROPRIATION DATA 001 K00140-93-35110-242A...\$10789.00 002 K00273-93-37120-221A...\$ 1000.00 \$11789.00	10. REQUISITIONING OFFICE C16 BUREAU OF INDIAN AFFAIRS (C) QUANT. ROOM (152-MIN) 11. BUSINESS CLASSIFICATION (When appropriate use (S)) <input type="checkbox"/> SMALL <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DIS-ADVANTAGED <input type="checkbox"/> WOMEN-OWNED	12. F.O.B. POINT ORIGIN	13. PLACE OF INSPECTION AND ACCEPTANCE WASHINGTON, DC	14. GOVERNMENT B/L NO. N/A	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/02/92	16. DISCOUNT TERMS NET 30
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17. SCHEDULE (See reverse for Rejections)

ITEM NO (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	VENDOR SHALL PROVIDE 5,000 REPRINTS OF THE FOLLOWING POSTERS AND ESTIMATED SHIPPING COSTS TO VARIOUS AREA OFFICES AND REMAINDER TO BE SHIPPED TO CENTRAL OFFICE.					
01	POSTER - "GRADUATE" 13"X25"	1	LOT	2260.00	2,260.00	
02	POSTER - "FEATHERS" 18 5/8"X21"	1	LOT	2715.00	2,715.00	
03	POSTER - "DANCER" 28 1/4"X16 7/8"	1	LOT	2907.00	2,907.00	
04	POSTER - "HORSES" 24 1/8"X28"	1	LOT	2907.00	2,907.00	
05	SHIPPING (ESTIMATED)	1	LOT	1000.00	1,000.00	
	ALL PRINTS TO BE ON HEAD MARK V PAPER. DUE TO PAPER PRICES WHICH MAY INCREASE-PRICES ARE SUBJECT TO CHANGE.					

OR. 1 FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO.

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

11/17/92

CONTRACT NO.

BUY INDIAN

ORDER NO.

PS3K0001B3

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>THIS IS A CONFIRMING ORDER - DO NOT DUPLICATE.</p> <p>NOTE TO VENDOR: IN ORDER TO FACILITATE PROMPT PAYMENT, SUBMIT ORIGINAL ITEMIZED INVOICE CITING PURCHASE ORDER TO ADDRESS IN BLOCK #21. THANK YOU.</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 1

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/18/92	2. CONTRACT NO. (if any) BUY INDIAN	3. ORDER NO. PS2K000025 MOD92	4. REQUISITION/REFERENCE NO. K00100-92-070/1936
5. ISSUING OFFICE (Address correspondence to) BUREAU OF INDIAN AFFAIRS ATTN: MS-21-818, PROCUREMENT (202) 208-2939 1849 C STREET, NW WASHINGTON, DC 20245		6. SHIP TO (Consignee and address, ZIP Code) BUREAU OF INDIAN AFFAIRS ATTN: MS-21-818, RECEIVING 1951 CONSTITUTION AVE., NW WASHINGTON, DC 20245	

7. TO: CONTRACTOR (Name, address and ZIP Code)
**FIRST AMERICAN PRINTING AND DIRECT MAIL
P.O. BOX 7001
OCEAN SPRINGS, MI 39664-7001**

(801) 875-8199 FAX# (801) 875-8198

8. TYPE OF ORDER
 A. PURCHASE - Reference your _____

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of **41 USC 252(C)(15) 25USC47**

B. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA 001 INCREASE 91183.84	10. REQUISITIONING OFFICE C1 PUBLIC AFFAIRS/C SHAW MS4140MIB
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	12. F.O.B. POINT ORIGIN
13. PLACE OF INSPECTION AND ACCEPTANCE WASHINGTON, DC	14. GOVERNMENT &/L. NO. N/A
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 5 DAY ARO	16. DISCOUNT TERMS NET 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
03	THIS ORDER IS HEREBY MODIFIED TO INCREASE AND ADD ITEM3 SHIPPING CHARGES: SHIPPING CHARGES ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. RECAP: ORIGINAL OBLIGATION: \$11,732.00 INCREASE: 1,183.84 NEW TOTAL OBLIGATED: \$12,915.84 NOTE TO VENDOR: IN ORDER TO FACILITATE PROMPT PAYMENT, SUBMIT AN ITEMIZED ORIGINAL INVOICE CITING ABOVE PURCHASE ORDER NUMBER TO THE ADDRESS IN BLOCK#21. THANK YOU.	1	LOT	1183.84	1,183.84	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(H), TOT. (Cont. pages)
SEE BILLING INSTRUCTIONS ON REVERSE	21. MAIL INVOICE TO: (Include ZIP Code) BUREAU OF INDIAN AFFAIRS, MS-21-818, REC. 1951 CONST. AVE., NW, WASHINGTON, DC 20245		1,183.84 17(I), GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) *Nelia K. Holder*

23. NAME (Typed)
NELIA K. HOLDER/1420-2230-0094
TITLE: CONTRACTING/ORDERING OFFICER

ORDER 1 SUPPLIES OR SERVICES

PAGE 1 OF 1 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 07/10/92
 2. CONTRACT NO. (If any): BUY INDIAN
 3. ORDER NO.: PS2K0000532 MOD01
 4. REQUISITION/REFERENCE NO.: K00100-92-091/2527

5. ISSUING OFFICE (Address correspondence to):
 BUREAU OF INDIAN AFFAIRS
 ATTN: MS-21-SIB, PROCUREMENT (202) 208-2939
 1849 C STREET, NW
 WASHINGTON, DC 20245
 6. SHIP TO: (Consignee and address, ZIP Code)
 BUREAU OF INDIAN AFFAIRS
 ATTN: MS-21-SIB, RECEIVING
 1951 CONSTITUTION AVE., NW
 SHIP VIA: WASHINGTON, DC 20245

7. TO: CONTRACTOR (Name, address and ZIP Code)
 FIRST AMERICAN PRINTING AND DIRECT MAIL
 P.O. BOX 7001
 ATTN: TERRY H. CARTER
 OCEAN SPRINGS, MS 39564-7001
 (601) 875-8199 FAX# (601) 875-8198

8. TYPE OF ORDER
 A. PURCHASE - Reference your QUOTE
 Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of:
61 USC 252(C)(15) 25USC47
 B. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
 002 K00140-92-35210-221B...\$37.50
 001 NO CHANGE
 10. REQUISITIONING OFFICE: PUBLIC AFFAIRS/C SHAW MS/140MTB (202) 208-7315
 11. BUSINESS CLASSIFICATION (Check appropriate box(es))
 SMALL OTHER THAN SMALL DIS-ADVANTAGED WOMEN-OWNED

12. F.O.B. POINT: DESTINATION
 13. PLACE OF INSPECTION AND ACCEPTANCE: WASHINGTON, DC
 14. GOVERNMENT B/C NO.: N/A
 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): 2 WEEKS ARO
 16. DISCOUNT TERMS: NET 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
02	THIS ORDER IS HEREBY MODIFIED TO ADD ITEM #2 FREIGHT CHARGES WHICH WOULD BE MORE ECONOMICAL THAN THE UTILIZATION OF FEDERAL EXPRESS FOR THE MAILING OF FLYERS. FREIGHT CHARGES THIS IS A CONFIRMING ORDER-DO NOT DUPLICATE. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. RECAP: ORGINIAL OBLIGATION: \$350.00 INCREASE: 37.50 NEW TOTAL: \$387.50	1	JOB	37.50	37.50	

18. SHIPPING POINT: SEE BILLING INSTRUCTIONS ON REVERSE
 19. GROSS SHIPPING WEIGHT
 20. INVOICE NO.
 21. MAIL INVOICE TO: (Include ZIP Code)
 BUREAU OF INDIAN AFFAIRS, MS-21-SIB, REC.
 1951 CONST. AVE., NW, WASHINGTON, DC 20245
 17(M). TOT. (Cont. pages): 37.50
 17(I). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature): *Nelia K. Holder*
 23. NAME (If any): NELIA K. HOLDER/1420-2230-0694
 TITLE: CONTRACTING/ORDERING OFFICER

ORDER : SUPPLIES OR SERVICES

PAGE 1 OF 2 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: **07/17/92** 2. CONTRACT NO. (if any): **BUY INDIAN** 3. ORDER NO.: **PS2K0000618** 4. REQUISITION/REFERENCE NO.: **K00100-92-77861/213782236**

5. ISSUING OFFICE (Address correspondence to): **BUREAU OF INDIAN AFFAIRS
ATTN: MS-21-SIB, PROCUREMENT (202) 208-2939
1849 C STREET, NW
WASHINGTON, DC 20245** 6. SHIP TO: (Consignee and address, ZIP Code): **SEE TERMS AND CONDITIONS**

7. TO: CONTRACTOR (Name, address and ZIP Code): **FIRST AMERICAN PRINTING AND DIRECT MAIL
P.O. BOX 7001
ATTN: JON MURPHY
OCEAN SPRINGS, MI 39664-7001

(661) 875-6199
FAX: (661) 875-6199** 8. TYPE OF ORDER: **A. PURCHASE** - Reference your **QUOTE 207142398**
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of **41 USC 252(C)(15) 25USCA7**
 B. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: **001 K00140-92-35210-242A...\$23187.00** 10. REQUISITIONING OFFICE: **G11 PUBLIC AFFAIRS/C SHAW MS4140-1110**

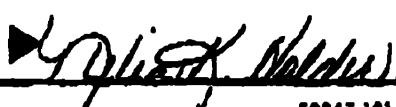
11. BUSINESS CLASSIFICATION (Check appropriate box (es)):
 SMALL OTHER THAN SMALL DIS-ADVANTAGED WOMEN-OWNED

12. F.O.B. POINT: **ORIGIN** 13. PLACE OF INSPECTION AND ACCEPTANCE: **WASHINGTON, DC** 14. GOVERNMENT B/L NO.: **N/A** 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): **10 DAYS ARO** 16. DISCOUNT TERMS: **NET 30**

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	PRINT 20,000 EACH OF TWO (2) FOUR-COLOR POSTERS AND DESIGN AND PRINT 1,000 FLYERS TO BE PRINTED ON 60#COVER. SHIPMENT OF APPROXIMATELY 7,000-8,000 OF EACH POSTER TO 12 BUREAU OF INDIAN AFFAIRS OFFICES WITH REMAINDER TO BE SHIPPED VIA TRUCK WITH APPROXIMATE FIVE-DAY DELIVERY TO WASHINGTON, DC. OFFICE.					
01	CONTRACTOR SHALL PROVIDE THE FOLLOWING IN POSTER #1 (DANCER) A 16 3/4 X 28 1/4 POSTER, PRINTS FOUR COLOR PROCESS PLUS PMS 400,871,547 AND A MATTE VARNISH.	1	JOB	9967.00	9,967.00	
02	POSTER #2 (INDIANS ON HORSES) A 24 X 28 POSTER, PRINTS FOUR COLOR PROCESS PLUS PMS 871,5517,547 AND A MATTE VARNISH	1	JOB	11266.00	11,266.00	
	CONTINUED ON PAGE#2					

18. SHIPPING POINT: **SEE BILLING INSTRUCTIONS ON REVERSE** 19. GROSS SHIPPING WEIGHT: **1,954.00** 20. INVOICE NO.: **17(II) TOT. (Cont. pages)** 21. MAIL INVOICE TO: (Include ZIP Code) **BUREAU OF INDIAN AFFAIRS, MS-21-SIB, REC. 1951 CONST. AVE., NW, WASHINGTON, DC 20245** 22. GRAND TOTAL: **23,187.00** 17(II) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature):  23. NAME (Typed): **NELIA K. HOLDER/1420-2230-0094** TITLE: **CONTRACTING/ORDERING OFFICER**

**01 JR FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER: 07/17/92 CONTRACT NO.: BUY INDIAN ORDER NO.: PG2K0000018

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
03	<p>FLYERS, 8 1/2X11 HALFTONE SHOWING BLACK AND WHITE PHOTO OF TWO POSTERS WITH FIVE-SIX LINES OF TYPE AT BOTTOM DESCRIBING POSTERS AN HOW COPIES MAY BE OBTAINED. FLYERS TO BE COMPLETED 5 DAYS AFTER PRINTING OF POSTERS AND SHIPPED VIA OVERNIGHT EXPRESS TO DIRECTOR PUBLIC AFFAIRS.</p>	1	JOB	350.00	350.00	
04	<p>SHIPPING CHARGES (ADDRESSES TO BE SUPPLIED BY CARL SHAW) BE INCREASED.</p> <p>TERMS AND CONDITIONS: -ALL ARTWORK WILL BE PROVIDED CAMERA READY. -ALL SET-UP IS INCLUDED. POSTER#1 INCLUDES 14 3/4 X19 1/4 COLOR SEPARATION, POSTER#2 INCLUDES A 21 3/4 X 17 1/2 COLOR SEPARATION. -SHIPPING AND HANDLING -PERFORM FILM ASSEMBLY, PLATE, PRINT, CUT AND BOX FOR SHIPPING.</p> <p>NOTE TO VENDOR: IN ORDER TO FACILITATE PROMPT PAYMENT, SUBMIT AN ITEMIZED ORIGINAL INVOICE CITING ABOVE PURCHASE ORDER NUMBER TO THE ADDRESS IN BLOCK #21. THANK YOU.</p>	1	JOB	1,604.00	1,604.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(N))

1,954.00

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order number.

1. DATE OF ORDER 06/15/92	2. CONTRACT NO. (If any) BUY INDIAN	3. ORDER NO. P82K888525 MOD01	4. REQUISITION/REFERENCE NO. K88188-82-863/1888
-------------------------------------	---	---	---

5. ISSUING OFFICE (Address correspondence to) BUREAU OF INDIAN AFFAIRS ATTN: MS-21-SIB, PROCUREMENT (2B2) 288-2939 1849 C STREET, NW WASHINGTON, DC 20245	6. SHIP TO: (Recipient and address, ZIP Code) BUREAU OF INDIAN AFFAIRS ATTN: MS-21-SIB, RECEIVING 1951 CONSTITUTION AVE., NW WASHINGTON, DC 20245
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7. TO: CONTRACTOR (Name, address and ZIP Code) FIRST AMERICAN PRINTING AND DIRECT MAIL P.O. BOX 7881 ATTN: TERRY H. CARTER OCEAN SPRINGS, MI 39564-7881 (601) 875-8199 FAX(601) 875-8198	8. TYPE OF ORDER <input type="checkbox"/> A. PURCHASE - Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of 41 USC 252(C)(15) 25MC47 <input type="checkbox"/> B. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
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9. ACCOUNTING AND APPROPRIATION DATA **SEE BELOW	10. REQUISITIONING OFFICE C19 PUBLIC AFFAIRS/C SHAN MS4148-MTR
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11. BUSINESS CLASSIFICATION (Select appropriate box(es)) <input type="checkbox"/> SMALL <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	12. DELIVERY TO P.O. POINT (If on reverse (2-6)) 4 WEEKS ARO	13. DISCOUNT TERMS NET 30
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	THIS ORDER IS HEREBY MODIFIED TO INCREASE THE ORIGINAL OBLIGATED AMOUNT ON THE FOLOWING PACKAGES:					
01	PACKAGE 01: INCREASE OF PAPER COSTS: \$375.00 PACKAGING & HANDLING: 60.00	1	LOT	375.00	375.00	
		1	LOT	60.00	60.00	
02	PACKAGE 02: INCREASE OF PAPER COSTS: \$375.00 PACKAGING & HANGLING: 65.00 ADDITIONAL WORK FOR PROCESSING OF POSTERS 365.00	1	LOT	375.00	375.00	
		1	LOT	65.00	65.00	
		1	LOT	365.00	365.00	
	CONTRACTOR SHALL UTILIZE BIA/FEDERAL EXPRESS ACCOUNT #1586-3710-B FOR SHIPPING TO AREAS. *K881489235218 235J					
	(CONTINUED ON PAGE02)					

14. SHIPPING POINT WASHINGTON, DC	15. GROSS SHIPPING WEIGHT N/A	16. INVOICE NO.	17(a). TOT. (Cont. pages)
18. MAIL INVOICE TO: (Include ZIP Code) BUREAU OF INDIAN AFFAIRS, MS-21-SIB, REC. 1951 CONST. AVE., NW, WASHINGTON, DC 20245			1,235.00
22. UNITED STATES OF AMERICA BY (Signature) <i>Nelia K. Holder</i>		23. NAME (Typed) NELIA K. HOLDER/1428-2238-8694	17(b). GRAND TOTAL

TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES

PAGE 1

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/15/92	2. CONTRACT NO. (If any) BUY INDIAN	3. ORDER NO. PS2K0009532	4. REQUISITION/REFERENCE NO. K00100-92-062/1864
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5. ISSUING OFFICE (Address correspondence to) BUREAU OF INDIAN AFFAIRS ATTN: MS-21-SIB, PROCUREMENT (202) 288-2939 1849 C STREET, NW WASHINGTON, DC 20245	6. SHIP TO: (Consignee and address, ZIP Code) BUREAU OF INDIAN AFFAIRS ATTN: MS-21-SIB, RECEIVING 1951 CONSTITUTION AVE., NW WASHINGTON, DC 20245
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7. TO: CONTRACTOR (Name, address and ZIP Code)

**FIRST AMERICAN PRINTING AND DIRECT MAIL
P.O. BOX 7881
ATTN: TERRY H. CARTER
OCEAN SPRINGS, MS 39564-7881**

(601) 875-8199 FAX# (601) 875-8198

8. TYPE OF ORDER

A. PURCHASE - Reference your QUOTE

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of **41 USC 252(C)(1)(B) 2BUBC47**

B. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA 001 K00140-92-35210-242A...\$350.00	10. REQUISITIONING OFFICE C1P PUBLIC AFFAIRS/C SHAW MS4140MTA (202) 288-7315
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))

SMALL OTHER THAN SMALL DIS-ADVANTAGED WOMEN-OWNED

12. F.O.B. POINT DESTINATION	14. GOVERNMENT S/L NO. N/A	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 2 WEEKS ARO	16. DISCOUNT TERMS NET 30
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17. SCHEDULE (See reverse for Instructions)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
01	<p>CONTRACTOR SHALL PROVIDE PRODUCTION AND PRINTING OF 1,000 FLYERS ON 8 1/2" X 11" GLOSS TEXT DEPICTING THE TWO (2) POSTERS IN HALFTONES IN HONOR OF THE YEAR OF THE AMERICAN INDIAN, 1992.</p> <p>CONTRACTOR SHALL UTILIZE BIA/FEDERAL EXPRESS ACCOUNT#1506-3710-0 *K002739235420 235J.</p> <p>NOTE TO VENDOR: IN ORDER TO FACILITATE PROMPT PAYMENT, SUBMIT AN ITEMIZED ORIGINAL INVOICE CITING ABOVE PURCHASE ORDER NUMBER TO THE ADDRESS IN BLOCK #21. THANK YOU.</p>	1	JOB	350.00	350.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(M). TOT. (Cont. Pages)
21. MAIL INVOICE TO: (Include ZIP Code) BUREAU OF INDIAN AFFAIRS, MS-21-SIB, REC. 1951 CONST. AVE., NW, WASHINGTON, DC 20245			350.00 17(N). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

Nelia K. Holder

23. NAME (Typed)
NELIA K. HOLDER/1420-2230-0694

TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

06/15/92

CONTRACT NO.

BUY INDIAN

ORDER NO.

PS2K0000525 MOD01

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>CHANGE IN BLOCK 09 ACCOUNTING AND APPROPRIATION DATA:</p> <p>FROM: 001 K00140-92-35210-242A...\$10497.00 TO: 001 K00140-92-35210-242A...\$11732.00</p> <p>RECAP: ORGINIAL OBLIGATION: \$10,497.00 INCREASE AMOUNT: 1,235.00 NEW TOTAL: \$11,732.00</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(N))

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 06/09/92
 2. CONTRACT NO. (If any): BUY INDIAN
 3. ORDER NO.: PS2K0000525
 4. REQUISITION/REFERENCE NO.: K00100-92-050/1752

5. ISSUING OFFICE (Address correspondence to):
 BUREAU OF INDIAN AFFAIRS
 ATTN: MS-21-SIB, PROCUREMENT (202) 250-2939
 1849 C STREET, NW
 WASHINGTON, DC 20245

6. SHIP TO (Designate and address ZIP Code):
 BUREAU OF INDIAN AFFAIRS
 ATTN: MS-21-SIB, RECEIVING
 1951 CONSTITUTION AVE., NW
 WASHINGTON, DC 20245

7. BUYER CONTRACTOR (Name, address and ZIP Code):
 FIRST AMERICAN PRINTING AND DIRECT MAIL
 P.O. BOX 7001
 ATTN: JON MURPHY
 OCEAN SPRINGS, MI 39564-7001
 (601) 875-8199
 FAX (601) 875-8198

8. TYPE OF ORDER
 PURCHASE - Reference your QUOTE 206041750
 Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. TP's purchase is regulated under authority of: 43 USC 252(C)(15) 25USCA7
 DELIVERY - Except for billing instructions on this order, this delivery order is subject to instructions contained on the side only of this form and is also subject to the terms and conditions of the zero-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: 001 K00100-92-35210-242A...\$10497.00
 10. REQUISITIONING OFFICE: PUBLIC AFFAIRS/C SHAW MS4140-MTB

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
 SMALL OTHER THAN SMALL DIS-ADVANTAGED WOM-OWNED

12. P.O. BOX POINT: DESTINATION WASHINGTON, DC
 13. PLACE OF INSPECTION AND ACCEPTANCE: WASHINGTON, DC
 14. GOVERNMENT S/L NO.: N/A
 15. DELIVER TO (Date): 4 WEEKS ARO
 16. DISCOUNT TERMS: NET 30

17. SCHEDULE (See reverse for Restrictions)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	PRINT 20,000 EACH OF TWO (2) FOUR-COLOR POSTERS TO BE ISSUED FOR THE YEAR OF THE AMERICAN INDIAN, 1992. POSTERS OF APPROXIMATE SIZE OF 18 1/2" x 20" BY 21" - 25" ARE TO BE PRINTED ON BUTLER COVER STOCK GLOSS ENAMEL 740 WEIGHT. ONE POSTER WILL BE FOUR-COLOR WITH THE OTHER SPOT FOUR-COLOR WITH POSSIBLE VARNISH ON ONE COLOR.					
	CONTRACTOR SHALL PROVIDE THE FOLLOWING IN PACKAGE #1: A 18 1/2 X 26 POSTER, PRINT ONE SIDE, 8PT CIS, INCLUDE PACKAGE #2: A 19 X 22 POSTER, PRINTS F. PLUS ONE PMS, ONE SIDE, 8PT	500	JOB	5235.00	5,235.00	
	TERMS AND CONDITIONS: -ARTWORK TO BE PROVIDED BY CI	500	JOB	5262.00	5,262.00	

18. SHIPPING POINT: SEE BILLING INSTRUCTIONS ON REVERSE
 19. GROSS WEIGHT: 10.497
 20. NET WEIGHT: 17001
 21. MAILING JOB TO: (Include ZIP Code) BUREAU OF INDIAN AFFAIRS, MS-21-SIB, 1951 CONST. AVE., NW, WASHINGTON, DC 20245
 22. UNITED STATES BY: AMERICA
 23. NAME (Typed): MELIA K. HOLDER/147 :90-0694
 24. CONTRACTING/ORDERING OFFICER:

Melia K. Holder

ORDER. JR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/09/92	CONTRACT NO. BUY INDIAN	ORDER NO. P82K0000525
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
500	<p>PACKAGE #1 & #2.</p> <p>-ALL SET-UP IS INCLUDED IN THIS PRICE.</p> <p>-PLATE, PRINT, CUT AND BOX AND PREPARE FOR PICK UP.</p> <p>-100 COPIES OF EACH POSTER MUST BE PRINTED AND READY FOR PICK UP WITHIN TWO WEEKS AFTER RECEIPT OF CAMERA READY COPY. -0/24</p> <p>REMAINDER OF SUPPLY MUST BE COMPLETED WITHIN AN ADDITIONAL TWO WEEKS, -0/24</p> <p>-DUE TO CHANGES IN PAPER PRICES-THESE PRICES ARE SUBJECT TO CHANGE AND PRICE MAY BE INCREASED.</p> <p>GENERAL: NO CONDITIONS OF SALE OTHER THAN AS SPECIFIED HEREIN OR AS MAY BE MUTUALLY AGREED TO FOR A SPECIFIC ORDER SHALL APPLY TO THE SERVICES RENDERED UNDER THIS AGREEMENT.</p> <p>PAYMENT: PAYMENT WILL BE MADE UPON RECEIPT OF ITEMIZED ORIGINAL INVOICES.</p> <p>NOTE TO VENDOR: IN ORDER TO FACILITATE PROMPT PAYMENT, SUBMIT AN ITEMIZED ORIGINAL INVOICE CITING ABOVE PURCHASE ORDER NUMBER TO THE ADDRESS IN BLOCK #21. THANK YOU.</p>	624				

TOTAL CARRIED FORWARD TO 187 PAGE (ITEM 171H)