

BLANKET PURCHASE AGREEMENT PROCESSES AND PROCEDURES FOR COMMERCIAL LODGING

A. DESCRIPTION OF AGREEMENT.

This Blanket Purchase Agreement (BPA) is to primarily provide the 482nd Fighter Wing Air Force Reserve personnel at Homestead ARB, FL who are in Individual Duty Training (IDT), Unit Training Assembly (UTA), Training Periods (TPs), and Readiness Management Periods (RMPs) status single occupancy lodging accommodations. This agreement may also be utilized for temporary lodging of HARB personnel on an as needed basis. The contractor shall provide all he accommodations in accordance with this BPA and this Processes and Procedures (PAP).

B. PERIOD OF PERFORMANCE (POP).

The effective POP of this BPA is defined in Section F – Deliveries or Performance of the agreement. The POP can be reduced to a shorter POP determined best to meet Government needs or be extended up to six months at any time by the Contracting Officer (CO). Such changes shall be documented via a bilateral modification to the Contractor.

The Government retains the right to cancel/end the BPA at any time for any reason with a written thirty (30) day calendar notice to the contractor stating when the agreement will cancel/end. This will be executed via a unilateral modification.

C. BPA CEILING.

BPA Ceiling is defined within the agreement.

The ceiling can be increased/decreased at any time by the CO via a bilateral modification to meet current/future needs. Such instances can include COVID-19, national disasters, and/or any instance/reason the Government determines the need for increased/decreased lodging accommodations are needed.

D. PRICING.

All room rates shall be in accordance with General Services Administration (GSA) authorized Per Diem Rates for the Homestead, FL area or lower that is offered to the General public at the requested time and shall be tax exempt. GSA Per Diem Rates can be found at gsa.gov.

If applicable, pricing to the Government shall be equal to fair market rates for comparable quantities under similar terms and conditions. Additionally, discounts for prompt payment are highly encouraged.

E. PRICE LISTS

The Contractor is required to submit one original price list. Price lists will be effective for the period of time indicated on the approved price list and will be incorporated as part of the BPA. A new price list shall be submitted to the Contracting Officer (CO) prior to the expiration date of any price list in effect. Revised price lists will not become effective until approved by the CO; therefore, the Contractor is required to submit a revised price list a minimum of thirty (30) calendar days prior to the expiration date.

Prices may decrease at any time, however, increases in prices are not authorized without the Contracting Officer's approval.

F. GOVERNMENT PURCHASE CARD (GPC):

The Government Purchase Card (GPC) is authorized for use in making and/or paying for purchases as a method of payment that shall not exceed \$25,000.00 per individual purchase. The Government shall use the GPC for all requirements under \$25,000.00 for payment.

The Contractor shall waive any and all surcharges associated with processing the GPC payment(s).

The Commercial Lodging facility will process the balance due on a single transaction per month against the GPC following confirmation of payment from the GPC cardholder and Government POC. No charges shall be assessed against any GPC provided as security to hold the rooms. Advancement of charges is not authorized. Commercial Lodging facility shall not charge the Government prior to rendering accommodations. Charges shall not be run individually, per room, or per day.

G. TAX EXEMPTION:

The 482nd Fighter Wing is a federal government entity, and as such is exempt from all local, state, and federal taxes, including but not limited to sales taxes and lodging taxes. Any charges or invoicing that includes taxes shall be disputed/declined by Government.

H. INCIDENTALS:

Charges for incidental products or services, including but not limited to telephone calls, internet service, movie rentals, food, drinks, room service, pet charges, laundry, dry cleaning, etc. are not authorized to be charged to the Government. The Commercial Lodging facility is responsible to secure payment of incidental or other charges at the time of check-in/check-out by a cash or credit card deposit of one or more of each room's occupants. Government Personnel are responsible for all incidentals, not the Government.

I. AUTHORIZATION TO PLACE CALLS:

The individuals on the Authorized Callers list are the only personnel authorized to place calls against this BPA. Requests received by the Contractor from personnel who are not on the list will not be honored nor will any resultant accommodations be accepted or paid.

If for any reason, an individual or organization not the 482nd Fighter Wing requires lodging shall seek written approval from the CO to use this BPA. If approved, that organization shall be responsible for payment and providing documentation to the Authorized Callers and CO for tracking purposes.

The Government is obligated only to the extent of authorized calls actually placed against this BPA by the authorized caller. The Government shall not be liable in any manner in the event no calls are made.

J. INVOICES FOR GPC

Monthly, the Contractor shall provide an itemized invoice to the individual in the Authorized Callers List to include the following:

- J.1. Contractor's Name and Address
- J.2. BPA Number / Authorized Call Number and Date
- J.3. Invoice Number and Date
- J.4. Identification of Individual, Date/Duration of Lodging Service Rendered, and Lodging Rate.
- J.5. Problems or questions concerning the correct charge for the contract quarters room rate should be settled between the contractor and the individuals of the Authorized Callers List or the CO. Problems or questions concerning the correctness of other items on the final bill (phone bill, food, drinks, cleaning, and number of days in room) should be settled between the contract lodging facility and the traveler in the same manner as other lodging/guest problems are solved.
- J.6. All invoices shall be submitted to the individuals on the authorized Callers List within thirty (30) calendar days via email.

The Contractor shall consolidate all room charges and provide the Government with a consolidated invoice for review and processing of payment to the Commercial Lodging facility.

K. QUALITY ASSURANCE:

The Government shall perform an initial inspection to verify hotel accommodations meet the government requirements identified in this BPA/PAP and/or other factors that may impact service to the Government Personnel. If discrepancies are noted, the contractor will be notified and/or requested to attend meetings to discuss/resolve those discrepancies. Additional inspections shall be performed as needed either scheduled or unscheduled throughout the POP. The Inspection team may consist of all individuals who are associated to this requirement.

Inspections will be used by 482nd Fighter Wing personnel to randomly assess the quality of the lodging accommodations provided by the contractor and ensure that standards are met on a yearly basis. If a Contractor is successfully performing with no issues or discrepancies, a yearly inspection will be optional by the Government. If standards are not being met by the contractor, the CO will discuss the non-conforming accommodations with the contractor and attempt to remedy the situation. If non-conforming accommodations continue and remedies fail to bring the contractor into conformance within the required standards and terms and conditions of the BPA, the CO may at its discretion unilaterally cancel/end the BPA with the contractor.

L. CONTRACTOR ADDITIONAL REQUIREMENTS:

The contractor shall complete the following additional requirements:

- (1) System for Award Management (SAM). The Contractor shall have an active registration in SAM (www.sam.gov) and maintain an active registration for the duration of the BPA POP.

Failure to retain an active registration will prevent the Government from using the BPA, cause delayed payments, and up to a unilateral cancellation of the BPA by the Government.

- (2) If a contractor is to change ownership, they shall provide a written notice to the Lodging Manager and CO within sixty (60) calendar days or greater before ownership changes. This documentation shall include all necessary information such as the new owner, change in UEI/Cage Code Numbers, etc. If this information is not received within the timeframe can result in BPA to be suspended and/or unilateral cancellation by the Government.

ADMINISTRATIVE AUTHORITY.

This BPA will be administered by the 482nd Contracting Squadron Flight (482 PK) identified on page one (1) of the BPA.

CO Authority:

- L.1. The CO is the only person authorized to approve changes or modify any of the requirements under this BPA and notwithstanding any provisions contained elsewhere in this BPA. The said authority remains solely with the CO. In the event the Contractor effects any such change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustments will be made in the BPA price to cover any increase in cost incurred as a result thereof.
- L.2. Contractual problems, of any nature, which might occur during the life of the BPA must be handled in conformance with very specific public laws and regulations (e.g. Federal Acquisition Regulation), and must be referred to the CO for resolution. Only the CO is authorized to formally resolve such problems. Therefore, the user and the Contractor are hereby directed to bring all such contractual problems to the immediate attention of the CO.
- L.3. Any request for BPA changes/modifications shall be submitted to the CO.
- L.4. All correspondence concerning this BPA, such as requests for information, explanation of terms and conditions, and BPA interpretations, shall be submitted to the CO.