

OFFICE OF TRANSPORTATION AND PROPERTY MANAGEMENT
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-33F-0009P and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA EXCLUSIVELY WITH the General Services Administration, Travel and Transportation Acquisition Support Division:

- (1) The following contract services/products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

ITEM (Model/Part Number or Type of Service)

SIN 599-3 Lodging Negotiations and Management Services
Emergency Lodging Services

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SPECIAL BPA DISCOUNT/PRICE

First 125,000 room nights - \$2.95 per room night
Next 175,000 room nights - \$2.73 per room night
Over 300,000 room nights - \$2.48 per room night

**Lodging charges are priced separately at cost
Cancellation fees apply**

SIN 599-1000 Contract Support Items to provide ancillary support items including but not limited to rental of conference rooms, food services, audio-visual needs, furniture and telecommunication services.

Fixed percentage not to exceed 10% of the cost paid to the hotel or third party for such services

There will be an estimated 3% GSA SmartPay Card processing fee added on the total room costs to the extent CLC is paid with a GSA SmartPay Card.

- (2) Delivery:

DESTINATION

As specified by ordering activities

DELIVERY SCHEDULE/DATES

As specified by ordering activities

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be 25,000 room nights for the first year of the BPA, and 5,000 room nights for each option period thereafter.

- (4) This BPA does not obligate any funds.

- (5) This BPA has a period of performance through September 6, 2009, with one 1-year option to renew remaining.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

GSA
OPM
Department of Homeland Security
Federal Executive Board
See Paragraph 7 of the Statement of Work

POINT OF CONTACT

To be determined
To be determined
To be determined
To be determined

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, paper, or oral communications.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Service Rendered and Special Item Number;
- (e) Task/Delivery Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

- (9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the task/delivery order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

1. AWARDED SPECIAL ITEM NUMBERS: 599-3, Lodging Negotiations and Management Services and 599-1000, Contract Support Items, Corporate Lodging Consultants, Inc. (CLC) is offering an outsourced lodging program.

Corporate Lodging Consultants
 8110 East 32nd Street North, Suite 200
 Wichita, KS 67226-2614
 DUNS: 087424511 TIN: 480866331
 1-800-321-0455 Large Business
 TSS Contract No. GS-33F-0009P, BPA No. GS-33F-QPNBQ

2. AWARDED PRICES/DISCOUNTS: For SIN 599-3 for all options proposed, CLC is awarded the following prices for outsourced lodging services, per their underlying GSA Schedule contract.

| Room Nights | Per Room Night, Domestic |
|---------------|--------------------------|
| First 125,000 | \$2.95 |
| Next 175,000 | \$2.73 |
| Over 300,000 | \$2.48 |

Specific to Option 6, Emergency Lodging Service for evacuees, federal employees, and contractors, the services available require minimum room nights at the negotiated price to maintain a state of readiness as follows:

| Service Category | Description | A | B | C |
|---------------------------|--|--------------------|---------------------|---------------------------------|
| Room Volume | The maximum number of simultaneous daily rooms the program must support | 25,000 | 100,000 | 250,000 |
| Geographic Area | The maximum geographic dispersion of evacuees, federal employees and contractors | Multi-State Region | National | National |
| Lodging Providers | The maximum number and type of lodging providers to be utilized | 2,500 | 10,000 | 25,000 |
| Response Time | Maximum time from notification to first hotel check-in | 4 hrs | 8 hr | 24 hrs |
| Field Presence | The maximum number of trained staff that may be required to be on-site during an emergency | 1 | 2 | 4 |
| Reviewers | The maximum frequency of agency meetings to plan and assess readiness | Annual | Semi-Annual | Quarterly |
| Redundancy | Backup systems in place | Data only | Data and IT systems | Data, IT systems and facilities |
| Compliance/ Documentation | Regulatory compliance and documentation requirements | None | Package A | Package A |
| Mock Disasters | The frequency of “mock disasters” | None | Annual | Annual |
| Term | The minimum length of the task order | One Year | One Year | One Year |
| Reporting | The maximum number of reports during and between emergencies | 3 | 5 | 10 |
| Implementation Time | Maximum time from task order award to program operational | 2 Weeks | 2 Weeks | 2 Weeks |
| Implementation Time | Time to develop redundancy/compliance plan | N/A | 3 Months | 3 Months |
| | Minimum Monthly Room Nights | 20,000 | 42,000 | 60,000 |

For SIN 599-1000, contract support items are priced at a fixed percentage not to exceed 10% of the cost paid.

3. PROMPT PAYMENT DISCOUNT: None

4. FOB: Destination

5. The following documents are hereby incorporated into this BPA:

- a. GSA's request for quote, dated September 6, 2005, inclusive of amendments 1 and 2 (attached)
- b. CLC's proposal dated September 7, 2005 is incorporated by reference, and all clarifications/modifications thereto.
- c. CLC's underlying TSS schedule contract, inclusive of modifications.

6. All other terms and conditions remain unchanged.

Statement of Work
for
Emergency Lodging Needs

1. Purpose

The purpose of this blanket purchase agreement (BPA) is to secure accommodations for disaster/emergency victims and relief/emergency support personnel. This BPA will be placed under the GSA Travel Services Solutions (TSS) schedule.

2. Scope of Support

GSA requires a hospitality management firm to quickly secure accommodations for people displaced by disasters or emergencies. Accommodations will encompass the full range of safe, secure housing for individuals, families, pets, in a wide variety of locations. The outcome of this support will provide safe, affordable housing in a cost-effective manner. This will be a government-wide BPA – authorized ordering activities will be as specified below.

3. Requirements

The contractor shall provide support for any disaster and/or emergency need. The immediate need results from Hurricane Katrina and lodging is needed in the following areas in particular, although nationwide coverage is desired as well for future disaster and/or emergency needs:

| | |
|---------------|----------------|
| Louisiana | Arkansas |
| Mississippi | Tennessee |
| Texas | Florida |
| Georgia | Oklahoma |
| Alabama | Arizona |
| Colorado | Washington, DC |
| Illinois | Otis AFB, MA |
| Michigan | North Carolina |
| Utah | West Virginia |
| Massachusetts | |

The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be 45,000 room nights over the course of the BPA. This BPA does not obligate any funds. The terms and conditions included in this BPA apply to all purchases made pursuant to it.

The contractor will perform the following tasks:

- Identify and quantify, by size (e.g., hotel room, one-bedroom, two bedroom, three bedroom, etc.) available inventory and their locations for both victims and support personnel. Segregate and identify locations suitable for relief and emergency support workers as a result of the immediate need from Hurricane Katrina. Keep inventory updated at intervals sufficient to keep up with demand. Inventory is not limited to traditional hotel/motel/corporate housing/apartments. Alternatives that are safe and comfortable will be acceptable.
- Contract for lodging and manage lodging contracts. Ensure families remain together to the extent practicable. For stays that last longer than 120 days, secure additional discounts. Contracts must be designed to provide maximum flexibility to accommodate victim and support personnel needs and minimize Government liability – this includes flexible lengths of stay with no-penalty early exit provisions to the extent practicable, and provisions that guard against price gouging. Contracts may require different payment and liability terms and conditions depending on the ordering agency’ need—for example, housing for relief workers may specify that the Government will centrally pay for housing needs while housing for displaced Federal employees may require payment from the employee or a different responsible source; or perhaps contract terms and conditions will need to include provisions for pets. The Contractor shall work with the ordering agency to define appropriate contract terms and conditions for temporary/emergency housing.
- Government personnel should always stay in a “fire safe” facility. This is a facility that meets the fire safety requirements of the Hotel and Motel Fire Safety Act of 1990, as amended (see 5 U.S.C. 5707a).
- Because of the sheer volume of need, it is necessary to provide a toll-free centralized call reservation/booking service and any follow-up needs as a result. By centralizing government needs, this will enable better inventory control by property owners as well. The Contractor shall develop and communicate a streamlined ordering process and provide that to GSA to distribute to agencies.
- Ensure properties honor the contracted rate, terms and conditions. The Contractor shall endeavor to ensure contract rates are within allowable reimbursement limits.
- Provide a smooth payment process. Each government agency using this BPA will be responsible for payment of fees associated with victim and support personnel lodging along with payment of the Contractor’s services. At a minimum, the Contractor must accept (or ensure properties accept) Government forms of payment, including charge cards, cash, purchase orders and other purchase instruments. The Contractor shall provide reconciliation support of charges as requested by the ordering agency.

- Track and report out on lodging usage, both to GSA, and the ordering agency. For reports to GSA, aggregate the data, by agency. The report format will be mutually agreeable to both parties. Report intervals will be more frequent in the early stages of the disaster/emergency event, tapering off as demand decreases and will be negotiated at award.

4. Period of Performance

The term of the BPA is from September 7, 2005 through September 6, 2009, with one 1-year option to renew remaining.

5. Payment

Payment of all services under this task order is the sole responsibility of the specified ordering activity. GSA will not be liable for any fee that may be due to the Contractor, its subcontractors, or any other entity providing services under this effort for services that may be ordered by authorized users. The Contractor is required to acknowledge this in its proposal to GSA. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

6. Points of Contact

Point of Contact information is provided in the orders placed against the BPA.

7. Activities Authorized to Issue Orders under the BPA

Ordering procedures: Authorized users will follow the ordering procedures developed by the Contractor in securing specific requirements, subject to the terms and conditions of this blanket purchase agreement and the underlying GSA Schedule.

Authorized users are as follows:

- Air Force Claims Service Center / Air Force Legal Operations Agency
- Air Force Civil Engineering Support Agency / CEBF
- Alabama Air National Guard on receipt of authorization from the U.S. Property and Fiscal Officer
- Corporation for National and Community Services
- Defense Contract Management Agency
- Department of Agriculture, National Resources Conservation Service
- Department of Army, Detachment 1 TSD – East Birmingham, Alabama
- Department of Army, US Army Corps of Engineers, Logistics Activity Center
- Department of Commerce
- Department of Energy – Strategic Petroleum Reserves – New Orleans, LA
- Department of Health and Human Services
- Department of Homeland Security

- Department of Interior – Merritt Island National Wildlife Refuge, U.S. Fish and Wildlife Service
- Department of Interior – Minerals Management Service
- Department of Justice (Executive Office for the U.S. Attorneys)
- Department of Labor
- Department of Transportation
- Department of Veterans Affairs
- Environmental Protection Agency
- Federal Deposit Insurance Corporation (FDIC)
- Federal Executive Board
- Federal Judiciary
- General Services Administration
- Office of Personnel Management
- National Labor Relations Board
- NASA Shared Services Center
- Treasury Inspector General for Tax Administration (TIGTA)
- U.S. Army North/G4
- U.S. Commission on Civil Rights
- United States Postal Service
- Contractors performing cost-reimbursement type contracts or other types of negotiated contracts, when the ordering agency determines that a substantial dollar portion is of a cost-reimbursement nature, may be authorized to use GSA sources of supply. This authorization is reflected in Part 51 of the Federal Acquisition Regulation (FAR), which provides that agencies may authorize certain contractors (generally cost-reimbursement contractors) to use GSA sources of supply. In each case, the written authorization must conform to the requirements of FAR Part 51, Use of Government Sources by Contractors.
- State and local governments are authorized to use Federal Supply Schedules to procure products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack. This authorization is reflected in Section 833 of the John Warner National Defense Authorization Act for Fiscal Year 2007 (P.L. 109-364). The following entity is added:
 - Escambia County Florida
 - District of Columbia Government, Department of Consumer and Regulatory Affairs

Additional users will be added by unilateral modification to the BPA at no additional cost to any ordering activity or GSA. Only the GSA Contracting Officer can add additional users to this BPA. Contact the GSA Contracting Officer at 703.605.5606 or email onthego@gsa.gov, subject: Emergency Lodging.

CLC's proposal is provided as an attachment and incorporated into this BPA. It is **PROCUREMENT SENSITIVE INFORMATION AND MUST NOT BE DISCLOSED OUTSIDE OF GOVERNMENT.**

8. Cancellation Provisions

If the ordering agency requests the Contractor to obtain rooms/properties pursuant to an order and the Contractor locates and obtains reservations for the ordering agency with respect to such rooms/properties and the ordering agency subsequently cancels the reservation and/or is a no show for such rooms/properties, then the ordering agency shall pay to the Contractor all hotel/property charges and the Contractor's fees for one night for all such rooms/properties, provided, however, that, the ordering agency shall not be liable for hotel/property charges to the extent the hotel/property waives such charges.