BPA Terms and Conditions
Environmental Analytical and Regulatory Compliance Services
at Homestead Air Reserve Base, (HARB)

1.ADMINISTRATIVE AUTHORITY: This BPA will be administered by the 482nd Contracting Squadron Flight (482 CONF/PK).

1.a. Contracting Officer (CO) Authority: The CO is the only person authorized to approve changes or modify any of the requirements under this BPA and not withstanding 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.

1.b. All contractual problems which might occur during the life of the BPA must be handled in conformance with very specific public laws and regulations (e.g. Revolutionary Federal Overhaul (RFO) Acquisition Regulations) 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.
1.c. Any request for BPA changes/modifications shall be submitted to the CO.

1.d. All correspondence concerning this BPA, such as requests for information, explanation of terms and conditions, and BPA interpretations, shall be submitted to the CO.

2. DESCRIPTION OF AGREEMENT: This agreement is offered to provide all labor, materials, tools, equipment, subcontractor coordination, and administrative costs under the terms, specifications, and general conditions contained herein, to provide environmental services for Homestead Air Reserve Base, (HARB) as listed on the current approved price list at the prices listed for each item or service. The contractor agrees to furnish the supplies and or services only on the request of the Contracting Officer or the approved authorized representative. The projected period of this agreement starts on 10 July 2026 and ends on 09 July 2031. The contractor shall provide all management, personnel, tools, vehicles, supplies, materials, equipment, and labor necessary to provide the noted commercial services at Homestead Air Reserve Base, Florida.

2.a. This Agreement may be modified or may be canceled in its entirety by either party upon thirty (30) days written notice to the other party, except that this Agreement may be canceled by the US Government at any time if the parties fail to agree upon any deletion, amendment or addition to this Agreement which is

required by statute, executive order, the FAR and/or supplement(s). No deletion, modification, addition to, or cancellation of this Agreement shall affect any contracts entered into between the parties in which this Agreement or portion thereof has been incorporated by reference.

2.b. The subject Agreement shall be reviewed, at minimum, annually before the anniversary of its effective date, and revised to conform with all requirements of statues, executive orders, or the RFO and supplement(s). This revision shall be evidenced by an agreement modifying this BPA or by the issuance of a superseding BPA.

3. EXTENT OF OBLIGATION: The Government is only obligated to the extent of authorized calls actually made under the Blanket Purchase Agreement (BPA) by authorized personnel. and shall not be liable in any manner in the event no calls are made.

4. CALL LIMITATIONS: Individual calls under the BPA are not to exceed $10,000.00 per call.

4.a. BPA Total Dollar Limit: $350,000.00

4.b. Period of Performance (PoP): Not to exceed five (5) years.

5. INDIVIDUALS AUTHORIZED TO PLACE CALLS: An authorized caller list, itemized by title of position, those positions authorized to make calls against this BPA, will be issued by the Contracting Officer to the contractor.

6. ORDERING PROCEDURES /CALLS (DELIVERY TICKETS): Calls will be made orally unless otherwise indicated on the letter authorizing the placement of calls. All deliveries and or services provided under this agreement shall be accompanied by an original delivery ticket or sales slip. The delivery ticket or sales slip shall contain the following minimum information:

- Name of Contractor
- BPA Number
- Date of Call
- Itemized List of Supplies or Services Furnished
- Quantity, unit price, and extension of each item, less applicable discounts

- Date Services are Performed (Delivery or shipment)

7. INVOICES:

7.a. A summary invoice shall be submitted at least monthly for all reservations made during the previous month, identifying the reservations covered therein, stating their total dollar value, and supported by receipt copies of the reservations.

7.b. In order to be proper, an invoice must include the following:

- Invoice Date
- Name and Address of Contractor
- Remittance Address if different from ii (identified in this section)
- BPA number, call numbers, period billed, line-item number, description of delivered item and/or services, quantity, unit of measure and unit price, and extended total.

8. PAYMENT:

8.a. Processed and paid through Government Purchase Card (GPC).

8.b. Wide Area Workflow (WAWF)

9. PRICING: Prices quoted to the Government shall be as low as or lower than those charged under the supplier's most favored customer for comparable quantities under similar conditions, in addition to any discounts for prompt payment. Calls will be made for only the items that appear on the BPA PRICE LIST. Negotiation for prices and additional requirements will be conducted by the Contracting Officer only.

9.a. This price list shall at a minimum contain the following:

- Prices for the requested item(s)/service.
- The effective period of the price list (will be negotiated annually)
- Discounts for prompt payment (if applicable)

10. PRICE LIST

10.a. Price lists are to be submitted to the Contracting Officer for approval. Price lists are considered current until a new price list is approved.

10.b. A new price list must be submitted for approval at least thirty days before it is to become effective.

10.c. The vendor may offer a Voluntary Price Reduction (VPR) for previously approved prices without written approval. The vendor should indicate "VPR" next to the item on the invoice when a VPR is offered.

11. STATE TAXES: The Federal Government is exempted from the payment of state taxes.

12. SERVICE CONTRACT ACT WAGE DETERMINATION: Minimum wage rates which must be paid under this contract are specified in the attached Wage Determination No. 2015-4543, Rev 35, date May 14, 2026.

13. OMBUDSMAN:

13.a. An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

13.b. Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

13.c. If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, <>. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571)256-2431.

13.d. The ombudsman has no authority to render a decision that binds the agency.

13.e. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

14. HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS:

14.a. In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

14.b. The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

14.c. Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

15. CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS:

15.a. The contractor shall obtain base identification, and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s)cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

15.b. The contractor shall submit a written request on company letterhead to the contracting officer (at least 10-business days prior to performance or coming on to base) listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will

endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and to obtain a vehicle pass.

15.c. During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

15.d. When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with appropriate paragraphs as citing the applicable.

15.e. Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

15.f. The contractor shall provide an after-hours contact number or after-hours email in the Emergency Mass Notification System (EMNS)for each of their personnel, whose normal place of duty is on a DoD installation or within a DoD facility. The contractor shall comply with any additional requirements in DAFMAN 10-206 for emergency operational reporting. Foreign Nationals may participate and may remove themselves from the Emergency Mass Notification System at any time. To update information, personnel can access the globe icon on their system desktop screens and choose the "Access Self-Service" option.

15.g. Failure to comply with these requirements may result in withholding of final payment.