BASEWIDE BLANKET PURCHASE AGREEMENT (BPA) FOR HVAC RENTAL SERVICES: TERMS AND CONDITIONS

1. ADMINISTRATIVE AUTHORITY

This Blanket Purchase Agreement (BPA) will be administered by the 482d Contracting Squadron (482 CONF/PK).

a. Contracting Officer (CO) Authority:

The CO is the only person authorized to approve changes or modify any of the requirements under this BPA, 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.

b. Public Law Compliance:

All contractual problems which might occur during the life of the BPA must be handled in conformance with 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.

c. Changes/Modifications:

Any request for BPA changes/modifications shall be submitted to the CO.

d. Correspondence:

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

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2. ORDERING PROCEDURES

BPA Calls shall be awarded based on responses to requests for quotes (RFQs) issued by the Contracting Officer or authorized representatives.

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3. 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 supply HVAC Rental Equipment Services at Homestead Air Reserve Base (HARB) under the contractor's quotation when and if called for by the Contracting Officer or their designated representative during the delivery period. The contractor shall provide all management, personnel, tools, vehicles, supplies, materials, equipment, and labor necessary to provide the noted commercial services for the operations at Homestead Air Reserve Base, Florida.

a. Cancellation and Modification:

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 active orders (BPA Calls) entered into between the parties in which this Agreement or portion thereof has been incorporated by reference.

b. Annual Review:

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

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4. EXTENT OF OBLIGATION

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

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5. PRICING

The Contractor hereby warrants that the prices to the Government shall be as low as or lower than those charged to the Contractor's most favored customer, in addition to any discounts for

prompt payment. Calls will be made only for the items that appear on the BPA Equipment Price List, which shall reflect **fully burdened** rates (inclusive of all equipment, power cables, pigtails, adaptors, fuel, transportation/freight, mobilization, installation, tear down, and preventative maintenance). Negotiation or solicitation regarding prices and additional requirements will be conducted by the Contracting Officer only. This price list shall, at a minimum, contain the following:

- Equipment name and specification.
- Fully burdened prices for the requested item(s)/service.
- The effective period of the price list (to be negotiated annually).
- Discounts for prompt payment (if applicable).

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6. PURCHASE (CALL) LIMITATION & CEILINGS

a. Individual Call Limitation: No individual purchase (BPA Call) placed against this agreement shall exceed **$150,000.00**.

b. BPA Total Cumulative Value: The cumulative total dollar value of all calls placed against this BPA shall not exceed **$350,000.00** over the life of the agreement.

c. Period of Performance: The total effective period of this agreement shall not exceed five (5) years.

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7. NOTICE OF INDIVIDUALS AUTHORIZED TO MAKE CALLS AND CALLER LIMITATIONS

A list of individuals authorized to place calls under this agreement, identified by office, email address, and phone number, will be furnished to the Contractor by the Contracting Officer via a separate letter. Calls received by the Contractor from personnel not so listed will not be honored.

All calls at or below **$10,000.00** will be paid via the Government Purchase Card (GPC). The Contractor shall waive all surcharges associated with processing GPC payments.

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8. SERVICE/DELIVERY TICKETS

All deliveries or services performed under this agreement shall be accompanied by a delivery ticket or service receipt containing the following minimum information:

- **a.** Name of the supplier.
- **b.** Blanket Purchase Agreement Number and Call Number.
- **c.** Date of Purchase (Call).
- **d.** Itemized list of the service(s) and supplies furnished.
- **e.** Quantity and Unit Price of each item, less applicable discounts.
- **f.** Date of Delivery, Shipment, or Performance.
- **g.** Name of the Authorized Individual placing the Call.

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9. INVOICES

A summary invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all services/deliveries made during a billing period, identifying the delivery/BPA calls covered therein, stating their total dollar value, and supported by acknowledged copies of the delivery/service tickets.

Submit invoices in accordance with the specific BPA Call order billing instructions. GPC invoices and service/delivery tickets will be sent directly to the Contracting Officer's Representative (COR) and Contract Administrator. Standard (non-GPC) BPA Calls will be invoiced and processed through the Wide Area Workflow (WAWF) application.

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10. CALL METHODOLOGY

BPA Calls (purchases) will be placed formally via written email correspondence or, in emergency situations, orally by telephone. Contractor personnel receiving emergency verbal calls must ensure that sufficient information is obtained to prepare the service/delivery ticket as required by **Paragraph 8** of this Agreement. Only authorized individuals formally listed on the call list are approved to place calls under this agreement.

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11. DELIVERIES

When applicable, the Contractor shall notify the designated representative(s) via email to confirm all shipments, including tracking information, in a timely manner. This notification shall be sent promptly upon shipment and shall include the following information:

- **a.** A copy of the packing slip for the shipment.
- **b.** Shipment tracking/consignment information.
- **c.** Estimated on-dock date (delivery date).

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12. RESPONSIBILITY

Only the Contracting Officer(s) or the designated representative(s) identified on the active authorized call list are permitted to request services and/or supplies under this agreement. The Contractor is responsible for verifying caller authority prior to executing any request.

13. DESIGNATED REPRESENTATIVE (TECHNICAL REPRESENTATIVE)

The person(s) designated on the list furnished by the Contracting Officer (see Paragraph 7) act as the representative(s) of the Contracting Officer for the purposes of technical supervision, inspection, and acceptance of deliverables under this Blanket Purchase Agreement. These representatives do not have the authority to modify the terms, conditions, or pricing of this BPA.

14. EFFECTIVE PERIOD

a. This Blanket Purchase Agreement (BPA) shall become effective on the date of final signature by the Contracting Officer (Date of Award) and shall remain in effect for a period of five (5) years from that date (estimated to be from August/2026 through August/2031), unless cancelled earlier in accordance with the cancellation provisions herein.

b. The total cumulative dollar value of all authorized calls (orders) placed and completed against this BPA shall not exceed **$350,000.00** over the entire five (5) year effective period. The Government is obligated only to the extent of authorized calls actually placed and accepted against this BPA and shall not be liable in any manner should no calls be placed.