

**DESCRIPTION OF AGREEMENT:**

The Blanket Purchase Agreement is a simplified form of a monthly charge account. It authorizes the contractor to provide meals and/or raw subsistence on an as needed basis, for Nebraska National Guard business if and when requested by the Contracting Officer or individuals authorized to place calls/orders. The issuance of individual calls against this Blanket Purchase Agreement will be made in accordance with the Federal Acquisition Regulation Part 13. The BPA performance period shall not exceed five (5) years from the date of award. Either party may end the agreement at any time in writing with at least 60 days of notice. An annual review of the BPA will be conducted in accordance with FAR 13.303-6 to include a review of the System for Award Management (SAM) to ensure an active registration without exclusions. Any updates needed should be address at this time.

**EXTENT OF OBLIGATION:**

The Government will be obligated only to the extent of authorized purchases made under this BPA by authorized personnel. The Government will be responsible for the agreed upon meal rate and/or fee for authorized calls. The contractor is responsible for:

1. Providing meals or raw subsistence according to the Purchase Description and Guidelines and the specific BPA Order Request (BOR).
2. Providing receipts to the Government for percentage priced raw subsistence and meals.
3. Invoicing the Government monthly through PIEE.

**PURCHASE LIMITATION:**

Individual purchases will not exceed the limits identified in the Authorized Caller Letter provided by the contracting officer.

**PERFORMANCE REQUIREMENTS:**

Meals and raw subsistence shall meet the Meal Types and Guidelines.

Food preparation facilities shall meet all Public Health requirements and have appropriate licenses.

**PRICING:**

Vendor will provide pricing for each meal type. Prices furnished to the Government under this Blanket Purchase Agreement shall be as low, or lower, than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment. Prices greatly exceeding the Federal Government's local per diem rate for Omaha, Nebraska may not be considered.

Meal type pricing will include any delivery fees, handling fees, or credit card fees.

Price lists shall be submitted a minimum of sixty (60) days in advance of expiration of the effective period. Price lists shall be submitted to the Contracting Officer on applicable company

letterhead, and shall clearly define the period covered, identify the price for each meal type and the fee for ordering raw subsistence and be signed by an authorized company representative. New price lists do not affect any currently active calls.

The vendor may offer voluntary price reductions for previously approved items without written approval. These reductions should be identified at the time of the order to allow for incorporation into the order.

**SALES TAX:**

All orders placed under this agreement are instruments of the United States of America and that the supplies ordered thereon are for the exclusive use of an agency of the United States of America (FAR Part 29). The Federal Government is not liable for State and Local Tax.

**INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE BPA:**

An Authorized Caller Letter will be provided by the contracting officer identifying the names, organizational component, and dollar limitations of individuals authorized to place calls under this agreement.

**DELIVERY TICKETS:**

The Delivery Ticket is part of the BOR. After completion of each BOR, the vendor will complete the Delivery Ticket and return it to the Contracting Office.

**CONTRACTOR POINT OF CONTACT (POC):**

The contractor shall provide a primary POC and an alternate POC in writing to the contracting officer who will be responsible for the performance under this agreement.

The POCs shall have full authority to act for the contractor on all agreement matters relating to the performance of this agreement.

The POCs must be available between the hours of 9:00 a.m. – 4:00 p.m. CST.

The POCs must be able to read, write, speak, and understand English.

The primary POC position shall at no time be vacant.

**GOVERNMENT POINT OF CONTACT (POC):**

The Government's primary, alternate, and contracting officer POC information will be provided on the Authorized Caller Letter.

**PLACING INDIVIDUAL CALLS/ORDERS (BOR – BPA Order Request):**

1. All Calls and Orders will be placed via email and Adobe PDF. It is very important that the contractor can manage email, work on Adobe PDFs, and digitally sign Adobe pdfs.
2. One BPA Call will be made per contractor per month.

- a. The contractor will acknowledge the receipt of the BPA Call within one (1) working day.
  - b. The contractor will review the Call, sign, and return to the contracting officer.
  - c. The contracting officer will counter-sign and return a copy to the contractor.
3. After the Call has been completed, the COR will email the BORs to the contractor.
- a. The contractor will review all BORs and provide a response to the COR that all BORs have been accepted.
  - b. If a BOR is to be rejected, it shall be emailed to the COR along with the reason for rejection.

Only an Authorized Caller can obligate the Government under this agreement. The POCs listed on the BOR are NOT authorized to make any changes.

BORs will be sent according to type of order and timelines from the BPA Timelines document.

#### **INVOICE AND PAYMENT PROCEDURES:**

A summary invoice shall be submitted after the end of each month or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Vendor will submit a summary document identifying the delivery tickets covered therein and stating their total dollar value for each invoice. These invoices need not be supported by receipt copies of the delivery tickets (Call Sheets).

Invoices and Payments will be through Procurement Integrated Enterprise Environment (PIEE) and the Wide Area Work-Flow (WAWF) program. <https://piee.eb.mil/>

#### **QUALITY ASSURANCE:**

Complaints by Government personnel during their stay shall be remedied at the lowest level possible, allowing the contractor to correct the deficiency prior to reporting it to the Government POCs. In the event the complaint represents unsatisfactory performance under the specifications of the agreement, the contracting officer will notify the contractor in writing the corrections needing to occur and the time frame they are allowed to get it corrected (depending on the severity of the deficiency).