Vendor	City	Lodging Agreement Number	Expiration Date
Dolores Mountain Inn	Dolores	AG-82CS-L-12-0001	3/28/13
Baymont Inn & Suites	Cortez	AG-82CS-L-12-0002	3/28/13
Best Western	Cortez	AG-82CS-L-12-0003	3/28/13
Holiday Inn Express Mesa-Verde	Cortez	AG-82CS-L-12-0004	3/28/13

Patty Rost
882-6852

LODGING AGREEMENT

AGREEMENT NO. AG-82CS-L-12-0001

USDA, FOREST SERVICE
R2, SAN JUAN NATIONAL FOREST
15 BURNETT CT.
DURANGO, CO 81301

VENDOR: DOLORES MOUNTAIN INN P.O. Box 307 Dolores, CO 81323		REGULAR BUSINESS HOURS: 7/24	
CITY:	STATE: CO	ZIP CODE:	PHONE NUMBER: 882-7303

ORDERS OUTSIDE OF REGULAR BUSINESS HOURS MAY BE PLACED WITH THE FOLLOWING STAFF

NAME: **(PLEASE PRINT)**	AFTER HOURS PHONE NUMBER:
Lars Bjorkqvist	
	****ASK FOR MANAGER OR SHIFT SUPERVISOR**

UPON REQUEST OF THE PERSONS AUTHORIZED BELOW THE VENDOR AGREES TO FURNISH LODGING FOR FIREFIGHTERS AND /OR OFF-FOREST HELICOPTER CREWS AS FOLLOWS:

Single Room (1 room 1 bed) $ 78.00

Double Room (2 people, 2 beds) $ 84.00

Meeting Room $_____

$ _____

No Incidentals are authorized (No movies, phone Calls or room service)

INDIVIDUALS AUTHORIZED TO PLACE ORDERS UNDER THIS AGREEMENT:

FOREST SERVICE	**DOLORES FS**	**BIA**	**BLM**
Joni Dutcher	Patty Rost	Martie Lee	Brad Pietruszka
Ginger Domingos	Celia Boyd	Sharon Hammond	Mike Bryson
Laurie Robison	Wes Gaddis	Lorraine Begay	Melodie San Miguel
Justin Moore	Robert Dodgen		Rene Farias
Kim Vernon	Scott McDermid		
Kit Kemsley	Dave Grettenburg		
David Lenihan	Chris Robertson		
Buying Team Members			
PARK SERVICE	**STATE**	**COUNTY**	

AG-82CS-L-12-0001

PAYMENT- **INVOICES SHALL BE SUBMITTED TO THIS OFFICE. PAYMENT OF INVOICES TAKES APPROXIMATELY 45 DAYS. IN NO CASE SHALL OCCUPANTS RECEIVE THE ORIGINAL OR HAVE COPIES OF INVOICES WHEN BEING PAID UNDER THIS AGREEMENT.**

PRICING- PRICES TO THE GOVERNMENT SHALL BE AT THE GOVERNMENT RATE.

PROMPT PAYMENT DISCOUNT TERMS_____% - 20 DAYS

_____% - 30 DAYS

_____% - NET 30

SIGNATURE OF VENDOR OR AGENT MANAGER	DATE 3-16-12
USDA-FOREST SERVICE Joni Dutcher **Joni Dutcher, Purchasing Agent**	DATE 3-29-12

AGREEMENT EFFECTIVE UNTIL CANCELLED BY THE VENDOR OR THE GOVERNMENT IN WRITING.

VENDOR SHALL PROVIDE A SIGNED ROOM RECEIPT FOR EACH PERSON STAYING AT THE MOTEL/HOTEL. FOR EXAMPLE, IT TWO PEOPLE SHARE ONE ROOM, A RECEIPT IS NEEDED FOR EACH PERSON SHOWING THEIR SHARE OF THE ROOM COSTS.

TERMS AND CONDITIONS
BLANKET PURCHASE AGREEMENT (BPA)

I. INDIVIDUAL PROCUREMENT AUTHORIZATION:

The following Offices are included: San Juan National Forest, and District Offices (Dolores, Pagosa Springs and Bayfield).

Contracting Officers	Purchasing Agents
Buying Unit Team Members	Dispatchers

Only those persons assigned a resource order number and identified by those positions listed above who have delegated procurement authority are authorized to procure supplies or services under this BPA.

II. ORDER PLACEMENT PROCEDURES AND DOCUMENTATION REQUIREMENTS:

1. Orders may be placed by phone or in writing and will be delivered, or picked up at vendor's place of business only by persons with a resource order number.

2. A sales ticket/invoice shall be provided by the vendor for each order. At minimum, the following must be shown on the ticket: Name of supplier, BPA number, date of purchase, fire name, resource order number, item description including quantity, unit price and extension for each item, less applicable discounts, if any, and signature of Forest Service employee receiving item(s).

When orders are placed for meals or sleeping rooms the vendor will be provided with a copy of the resource order. A copy of a Resource Order form is attached, see Exhibit A. In this case, vendor should have all individuals renting rooms or purchasing meals in restaurant sign the invoice, attach individual tickets or itemized bills to the form and submit it with the statement for payment. In the case of crews, the Crew Leader may sign on behalf of the entire crew, identifying the crew and indicating the number of crewmembers receiving goods or services.

3. In order to maintain account integrity, cash purchases or checks will **NOT** be honored or intermingled with purchases made under this Blanket Purchase Agreement, unless approved by the Purchasing Agent or Contracting Officer.

4. The Vendor shall not accept an order without a resource order number. If in doubt on any order the vendor may contact the Purchasing Agent or Contracting Officer at (970) 385-1208 in Durango.

5. In the case of meeting room rentals, the following clause shall apply and will be included on all contracts:

FOR ANY CANCELLATION MADE AFTER THE AGREED UPON DATE FOR MAKING RESERVATIONS, THE HOTEL MAY REQUEST AN ADJUSTMENT REPRESENTING ITS ACTUAL OR ANTICIPATED DAMAGES. REASONABLE DAMAGES WILL BE DETERMINED BY CONSIDERING SUCH THINGS AS THE TIME OF CANCELLATION, NORMAL OCCUPANCY RATE, ATTEMPTS TO REBOOK THE ROOMS WITH OTHER CLIENTS, OTHER SPECIAL EVENTS TAKING PLACE IN THE CITY AND OTHER CIRCUMSTANCES AFFECTING THE HOTEL'S DAMAGES RELATIVE TO THIS CANCELLED BOOKING.

FOR SITUATIONS WHERE A HOTEL DOES NOT AGREE TO THE CLAUSE, REFER THE CONTRACT TO A WARRANTED PROCUREMENT OFFICIAL. WARRANTED PROCUREMENT OFFICIAL MAY TAILOR THE CLAUSE IF NEEDED.

REFER ANY CASES WHERE A HOTEL IS REQUESTING AN ADJUSTMENT BASED ON CANCELLATION TO A WARRANTED PROCUREMENT OFFICIAL FOR SETTLEMENT.

III. BILLING PROCEDURES:

1. Vendor Statement with Account Number (**BPA AG**-82CS-L-12-) shall be submitted at the end of each transaction. Statements may be submitted more frequently if accrued charges exceed $1,000. The original Resource Order Forms or other authorizing document must be included with each billing statement. The **original** or a legible copy of all applicable sales tickets shall also be provided with each statement. **PAYMENT CANNOT BE MADE WITHOUT A STATEMENT.**

2. The statement shall reflect the fire name, resource order number, and employees name(s); the total for each ticket; a total for the month's purchases or the end of the stay.

3. Bills should not include finance or interest charges. The Forest Service is not authorized to pay finance charges and interest due on late payments.

4. The invoice and resource order shall be given to the employee at the time for check out.

IV. PAYMENTS:

1. Payment shall be made over the phone or in person by a Government Purchase Cardholder.

2. The date that supplies/services were accepted by the Government.

Any person with procurement authority shall pay for the invoices within their authority. If it has exceeded their procurement authority invoices and required documentation shall be forwarded to the San Juan National Forest, Supervisor's Office, Attn: Purchasing for payment.

PROCUREMENT USING THE PURCHASE CARD

(a) Definitions. "Purchase Card" refers to the commercial credit card, currently a Visa card, authorized for use by the United States Department of Agriculture (USDA) personnel by the USDA Office of Procurement, Property, and Emergency Preparedness (OPPEP), for the acquisition of supplies and services.

(b) The purchase card will be used under this contract/order for procurement (s) and payment(s). The parties agree that the price(s) reflected in this order and/or Section B of this contract (as appropriate) reflect use of the purchase card. The contractor notes that it is a violation of Visa regulations to charge a premium for card transactions, but that the vendor is permitted to offer discounts for cash payments.

(c) The contractor will not process a transaction for payment through the purchase card clearinghouse until: (i) the purchased supplies have been shipped or (ii) purchased services performed. For subscriptions, the contractor may process the transaction for payment upon receipt of this order. Unless the Contracting Officer requests correction or replacement of a defective or faulty item in accordance with this order/contract, the Contractor will immediately credit the purchase cardholder's account for items returned as defective.

52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)

(a) *General.* The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) *Contractor payment request.* In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) *Payment.* The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims*. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) *Other payment terms*. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

V. AGREEMENT TERMS AND CONDITIONS:

1. No order may be placed against this Blanket Purchase Agreement without a resource order number.

2. No single purchase shall be made under this purchase agreement for more than $2,500 without prior authorization of a Purchasing Agent or Contracting Officer.

3. The prices to the Government shall be as low or lower than those charged to the vendor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

4. This agreement may be terminated upon a 30 day written notice by either party. It is subject to review by the Contracting Officer or Purchasing Agent annually to determine whether it should be continued or cancelled.

5. This agreement is valid only with the vendor whose name appears on the BPA. The Vendor is responsible for notifying the Government of any change in name, ownership and prices (if included). The Government shall not be responsible for payments other than the terms of this agreement.

6. If this BPA is for services, the most current wage rates from the U.S. Department of Labor shall apply.

7. FAR Clause 52.213-4 (Terms and Conditions) are applicable.

Local Contact - Patty Rost
882-6852
San Juan Natl Forest
Dolores, CO

LODGING AGREEMENT

AGREEMENT NO. AG-82CS-L-12-0002

USDA, FOREST SERVICE
R2, SAN JUAN NATIONAL FOREST
15 BURNETT CT.
DURANGO, CO 81301

received
3-16-2012

VENDOR: BAYMONT INN + SUITES 2321 E. MAIN ST.		REGULAR BUSINESS HOURS: MANAGER = 7AM - 5PM HOTEL FRONT DESK 24/7/365	
CITY: CORTEZ	STATE: CO	ZIP CODE: 81321	PHONE NUMBER: 970-565-3400

ORDERS OUTSIDE OF REGULAR BUSINESS HOURS MAY BE PLACED WITH THE FOLLOWING STAFF

NAME: **(PLEASE PRINT)**	AFTER HOURS PHONE NUMBER:
BRIAN BARTLETT - G.M.	970-560-3382
	****ASK FOR MANAGER OR SHIFT SUPERVISOR**

UPON REQUEST OF THE PERSONS AUTHORIZED BELOW THE VENDOR AGREES TO FURNISH LODGING FOR FIREFIGHTERS AND /OR OFF-FOREST HELICOPTER CREWS AS FOLLOWS:

Single Room (1 room 1 bed) $ 69.99

Double Room (2 people, 2 beds) $ 74.99

Meeting Room $ 100.— AVAIL 10AM - 10PM DAILY

$ —

No Incidentals are authorized (No movies, phone Calls or room service) /B

INDIVIDUALS AUTHORIZED TO PLACE ORDERS UNDER THIS AGREEMENT:

FOREST SERVICE	**DOLORES FS**	**BIA**	**BLM**
Joni Dutcher	Patty Rost	Martie Lee	Brad Pietruszka
Ginger Domingos	Celia Boyd	Sharon Hammond	Mike Bryson
Laurie Robison	Wes Gaddis	Lorraine Begay	Melodie San Miguel
Justin Moore	Robert Dodgen		Rene Farias
Kim Vernon	Scott McDermid		
Kit Kemsley	Dave Grettenburg		
David Lenihan	Chris Robertson		
Buying Team Members			
PARK SERVICE	**STATE**	**COUNTY**	

AG-82CS-L-12-0002

PAYMENT- **INVOICES SHALL BE SUBMITTED TO THIS OFFICE. PAYMENT OF INVOICES TAKES APPROXIMATELY 45 DAYS. IN NO CASE SHALL OCCUPANTS RECEIVE THE ORIGINAL OR HAVE COPIES OF INVOICES WHEN BEING PAID UNDER THIS AGREEMENT.**

PRICING- PRICES TO THE GOVERNMENT SHALL BE AT THE GOVERNMENT RATE.

PROMPT PAYMENT DISCOUNT TERMS Ø % - 20 DAYS

Ø % - 30 DAYS

Ø % - NET 30

SIGNATURE OF VENDOR OR AGENT	DATE
BREAN BARTLETT G.M. MANAGER	3-16-2012
USDA-FOREST SERVICE **Joni Dutcher, Purchasing Agent**	DATE 3-29-2012

AGREEMENT EFFECTIVE UNTIL CANCELLED BY THE VENDOR OR THE GOVERNMENT IN WRITING.

VENDOR SHALL PROVIDE A SIGNED ROOM RECEIPT FOR EACH PERSON STAYING AT THE MOTEL/HOTEL. FOR EXAMPLE, IT TWO PEOPLE SHARE ONE ROOM, A RECEIPT IS NEEDED FOR EACH PERSON SHOWING THEIR SHARE OF THE ROOM COSTS.

TERMS AND CONDITIONS
BLANKET PURCHASE AGREEMENT (BPA)

I. INDIVIDUAL PROCUREMENT AUTHORIZATION:

The following Offices are included: San Juan National Forest, and District Offices (Dolores, Pagosa Springs and Bayfield).

Contracting Officers	Purchasing Agents
Buying Unit Team Members	Dispatchers

Only those persons assigned a resource order number and identified by those positions listed above who have delegated procurement authority are authorized to procure supplies or services under this BPA.

II. ORDER PLACEMENT PROCEDURES AND DOCUMENTATION REQUIREMENTS:

1. Orders may be placed by phone or in writing and will be delivered, or picked up at vendor's place of business only by persons with a resource order number.

2. A sales ticket/invoice shall be provided by the vendor for each order. At minimum, the following must be shown on the ticket: Name of supplier, BPA number, date of purchase, fire name, resource order number, item description including quantity, unit price and extension for each item, less applicable discounts, if any, and signature of Forest Service employee receiving item(s).

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3. In order to maintain account integrity, cash purchases or checks will **NOT** be honored or intermingled with purchases made under this Blanket Purchase Agreement, unless approved by the Purchasing Agent or Contracting Officer.

4. The Vendor shall not accept an order without a resource order number. If in doubt on any order the vendor may contact the Purchasing Agent or Contracting Officer at (970) 385-1208 in Durango.

5. In the case of meeting room rentals, the following clause shall apply and will be included on all contracts:

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FOR SITUATIONS WHERE A HOTEL DOES NOT AGREE TO THE CLAUSE, REFER THE CONTRACT TO A WARRANTED PROCUREMENT OFFICIAL. WARRANTED PROCUREMENT OFFICIAL MAY TAILOR THE CLAUSE IF NEEDED.

REFER ANY CASES WHERE A HOTEL IS REQUESTING AN ADJUSTMENT BASED ON CANCELLATION TO A WARRANTED PROCUREMENT OFFICIAL FOR SETTLEMENT.

III. BILLING PROCEDURES:

1. Vendor Statement with Account Number (**BPA AG**-82CS-L-12-) shall be submitted at the end of each transaction. Statements may be submitted more frequently if accrued charges exceed $1,000. The original Resource Order Forms or other authorizing document must be included with each billing statement. The **original** or a legible copy of all applicable sales tickets shall also be provided with each statement. **PAYMENT CANNOT BE MADE WITHOUT A STATEMENT.**

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3. Bills should not include finance or interest charges. The Forest Service is not authorized to pay finance charges and interest due on late payments.

4. The invoice and resource order shall be given to the employee at the time for check out.

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2. The date that supplies/services were accepted by the Government.

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PROCUREMENT USING THE PURCHASE CARD

(a) Definitions. "Purchase Card" refers to the commercial credit card, currently a Visa card, authorized for use by the United States Department of Agriculture (USDA) personnel by the USDA Office of Procurement, Property, and Emergency Preparedness (OPPEP), for the acquisition of supplies and services.

(b) The purchase card will be used under this contract/order for procurement (s) and payment(s). The parties agree that the price(s) reflected in this order and/or Section B of this contract (as appropriate) reflect use of the purchase card. The contractor notes that it is a violation of Visa regulations to charge a premium for card transactions, but that the vendor is permitted to offer discounts for cash payments.

(c) The contractor will not process a transaction for payment through the purchase card clearinghouse until: (i) the purchased supplies have been shipped or (ii) purchased services performed. For subscriptions, the contractor may process the transaction for payment upon receipt of this order. Unless the Contracting Officer requests correction or replacement of a defective or faulty item in accordance with this order/contract, the Contractor will immediately credit the purchase cardholder's account for items returned as defective.

52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)

(a) *General.* The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) *Contractor payment request.* In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) *Payment.* The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims*. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) *Other payment terms*. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

V. AGREEMENT TERMS AND CONDITIONS:

1. No order may be placed against this Blanket Purchase Agreement without a resource order number.

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3. The prices to the Government shall be as low or lower than those charged to the vendor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

4. This agreement may be terminated upon a 30 day written notice by either party. It is subject to review by the Contracting Officer or Purchasing Agent annually to determine whether it should be continued or cancelled.

5. This agreement is valid only with the vendor whose name appears on the BPA. The Vendor is responsible for notifying the Government of any change in name, ownership and prices (if included). The Government shall not be responsible for payments other than the terms of this agreement.

6. If this BPA is for services, the most current wage rates from the U.S. Department of Labor shall apply.

7. FAR Clause 52.213-4 (Terms and Conditions) are applicable.

Lella Doyd
882-6812
Fax 882-6841

U.S. DEPARTMENT OF AGRICULTURE
SAN JUAN NATIONAL FOREST
BLANKET PURCHASE AGREEMENT
LODGING AGREEMENT

		AGREEMENT NUMBER: AG-82CS-L-12-0003
PAGE 1 OF 7	ORDER DATE EFFECTIVE: 3/20/12	This order MUST appear on ALL invoices, packages, and papers related to this order.
Seller's Identification #:	EFT # VXP	Taxpayer's Identification #:

To: (Seller's Name and Address) Best Western Turquoise Inn & Suites 535 E main Cortez 81321	Ship To:	Consignee: TO BE DETERMINED AT TIME OF ORDER.
BUSINESS HOURS: 24 hrs	BUSINESS PHONE #: 970-565-3778	AFTER HOURS PHONE #: Same
AFTER HOURS CONTACTS:	FAX #: 970-565-3439	

LINE ITEM	DESCRIPTION
	Furnish the following: Lodging and meeting rooms Meeting Rooms $_____Per Day (Not including tax) Please list any black out dates that may affect the pricing. Tax may be included on invoice. In accordance with the Terms, Conditions and Agreements attached: Lodging prices 75.00 P/rm (4 pr max) Terms & Conditions, Small Purchases. Resource Order Form This BPA obligates the Government only to the extent authorized for purchases made under these established procedures.

Vendor Representative Signature: Ignacio Martinez	Name Printed or Typed: Ignacio Martinez / Tiffany Neely
Title: Gen Mgr	Date: 3-20-12
PLEASE CHECK THE APPROPRIATE BOXES ☒ SMALL BUSINESS ☐ MINORITY OWNED BUSINESS ☐ WOMAN OWNED BUSINESS	PROMPT PAYMENT DISCOUNT TERMS: _____% - 10 DAYS _____% - 20 DAYS _____NET 30 DAYS
Billing Address: San Juan National Forest Purchasing 15 Burnett Ct Durango, CO 81301	Billing Instructions: See Terms & Conditions, Blanket Purchase Agreement, Section III.
Issuing Office: San Juan National Forest Purchasing 15 Burnett Ct Durango, CO 81301	Authorized Government Official Joni Dutcher Signature Joni Dutcher, Contracting Officer Phone #: (970) 385-1208 Date: 3-29-12

TERMS AND CONDITIONS
BLANKET PURCHASE AGREEMENT (BPA)

I. INDIVIDUAL PROCUREMENT AUTHORIZATION:

The following Offices are included: San Juan National Forest, and District Offices (Dolores, Pagosa Springs and Bayfield).

Contracting Officers	Purchasing Agents
Buying Unit Team Members	Dispatchers

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(b) The purchase card will be used under this contract/order for procurement (s) and payment(s). The parties agree that the price(s) reflected in this order and/or Section B of this contract (as appropriate) reflect use of the purchase card. The contractor notes that it is a violation of Visa regulations to charge a premium for card transactions, but that the vendor is permitted to offer discounts for cash payments.

(c) The contractor will not process a transaction for payment through the purchase card clearinghouse until: (i) the purchased supplies have been shipped or (ii) purchased services performed. For subscriptions, the contractor may process the transaction for payment upon receipt of this order. Unless the Contracting Officer requests correction or replacement of a defective or faulty item in accordance with this order/contract, the Contractor will immediately credit the purchase cardholder's account for items returned as defective.

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(a) *General.* The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) *Contractor payment request.* In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) *Payment.* The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims*. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) *Other payment terms*. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

V. AGREEMENT TERMS AND CONDITIONS:

1. No order may be placed against this Blanket Purchase Agreement without a resource order number.

2. No single purchase shall be made under this purchase agreement for more than $2,500 without prior authorization of a Purchasing Agent or Contracting Officer.

3. The prices to the Government shall be as low or lower than those charged to the vendor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

4. This agreement may be terminated upon a 30 day written notice by either party. It is subject to review by the Contracting Officer or Purchasing Agent annually to determine whether it should be continued or cancelled.

5. This agreement is valid only with the vendor whose name appears on the BPA. The Vendor is responsible for notifying the Government of any change in name, ownership and prices (if included). The Government shall not be responsible for payments other than the terms of this agreement.

6. If this BPA is for services, the most current wage rates from the U.S. Department of Labor shall apply.

7. FAR Clause 52.213-4 (Terms and Conditions) are applicable.

U.S. DEPARTMENT OF AGRICULTURE
SAN JUAN NATIONAL FOREST
BLANKET PURCHASE AGREEMENT
LODGING AGREEMENT

		AGREEMENT NUMBER: AG-82CS-L-12- 0004
PAGE 1 OF 7	ORDER DATE EFFECTIVE:	This order MUST appear on ALL invoices, packages, and papers related to this order.
Seller's Identification #:	EFT # VXP	Taxpayer's Identification #: 01321323-0000

To: (Seller's Name and Address) Holiday Inn Express Mesa-Verde 2121 East Main St. Cortez, CO 81321	Ship To: Holiday Inn Express Mesa-Verde 2121 East Main St. Cortez, CO 81321	Consignee: TO BE DETERMINED AT TIME OF ORDER.
BUSINESS HOURS: 24	BUSINESS PHONE #: 970-565-6000	AFTER HOURS PHONE #: 970-565-6000
AFTER HOURS CONTACTS: Justin Vasterling - AGM	FAX #: 970-565-3438	

LINE ITEM	DESCRIPTION
	Furnish the following: Lodging and meeting rooms Meeting Rooms from $225.00 up $425.00 Per Day (Not including tax) Please list any black out dates that may affect the pricing. Tax may be included on invoice. In accordance with the Terms, Conditions and Agreements attached: Lodging prices (See attached list) Terms & Conditions, Small Purchases. Resource Order Form This BPA obligates the Government only to the extent authorized for purchases made under these established procedures.

Vendor Representative Signature:	Name Printed or Typed: Justin Vasterling - AGM
Title: Assistant General Manager	Date: 21 March. 2012
PLEASE CHECK THE APPROPRIATE BOXES ☑ SMALL BUSINESS ☐ MINORITY OWNED BUSINESS ☐ WOMAN OWNED BUSINESS	PROMPT PAYMENT DISCOUNT TERMS: _NA_____% - 10 DAYS _NA_____% - 20 DAYS _NA_____NET 30 DAYS
Billing Address: San Juan National Forest Purchasing 15 Burnett Ct Durango, CO 81301	Billing Instructions: See Terms & Conditions, Blanket Purchase Agreement, Section III.
Issuing Office: San Juan National Forest Purchasing 15 Burnett Ct Durango, CO 81301	Authorized Government Official Joni Dutcher Signature Joni Dutcher, Contracting Officer Phone #: (970) 385-1208 Date: 3-29-12

AG-82CS-L-12-0004

Lodging Prices

Single Room (1 person/1 bed)	$Per Diem for Cortez, Co as per GSA website. (currently $90.00-$112.00)
Price for long term – over 7 days	Same as above.
Double Room (2 people/2 beds)	Same as above plus a $30.00 extra person charge on 2nd person.
Tax may be included on invoice.	

**Please note any black out dates the may affect the pricing.

Long distance telephone calls will be the responsibility of the occupants and shall not be billed to the rooms. Room service, pay per view movies and alcoholic beverages are NOT authorized.

SPECIAL BILLING INSTRUCTIONS:

Vendor shall provide a signed room receipt for each room occupied at the hotel. For example, if two people share one room, one receipt is needed showing the names of each person occupying the room.

SIGNATURE OF AT LEAST ONE OCCUPANT MUST BE OBTAINED ON INVOICE AND RESOURCE ORDER FORM.

All invoices shall include fire name and resource order number.

OCCUPANT SHALL NOT RECEIVE OR HAVE COPIES OF INVOICES WHEN BEING PAID UNDER THIS AGREEMENT. INVOICES MUST HAVE "ORIGINAL" STAMPED ON THEM.

TERMS AND CONDITIONS
BLANKET PURCHASE AGREEMENT (BPA)

I. INDIVIDUAL PROCUREMENT AUTHORIZATION:

The following Offices are included: San Juan National Forest, and District Offices (Dolores, Pagosa Springs and Bayfield).

Contracting Officers	Purchasing Agents
Buying Unit Team Members	Dispatchers

Only those persons assigned a resource order number and identified by those positions listed above who have delegated procurement authority are authorized to procure supplies or services under this BPA.

II. ORDER PLACEMENT PROCEDURES AND DOCUMENTATION REQUIREMENTS:

1. Orders may be placed by phone or in writing and will be delivered, or picked up at vendor's place of business only by persons with a resource order number.

2. A sales ticket/invoice shall be provided by the vendor for each order. At minimum, the following must be shown on the ticket: Name of supplier, BPA number, date of purchase, fire name, resource order number, item description including quantity, unit price and extension for each item, less applicable discounts, if any, and signature of Forest Service employee receiving item(s).

When orders are placed for meals or sleeping rooms the vendor will be provided with a copy of the resource order. A copy of a Resource Order form is attached, see Exhibit A. In this case, vendor should have all individuals renting rooms or purchasing meals in restaurant sign the invoice, attach individual tickets or itemized bills to the form and submit it with the statement for payment. In the case of crews, the Crew Leader may sign on behalf of the entire crew, identifying the crew and indicating the number of crewmembers receiving goods or services.

3. In order to maintain account integrity, cash purchases or checks will **NOT** be honored or intermingled with purchases made under this Blanket Purchase Agreement, unless approved by the Purchasing Agent or Contracting Officer.

4. The Vendor shall not accept an order without a resource order number. If in doubt on any order the vendor may contact the Purchasing Agent or Contracting Officer at (970) 385-1208 in Durango.

5. In the case of meeting room rentals, the following clause shall apply and will be included on all contracts:

FOR ANY CANCELLATION MADE AFTER THE AGREED UPON DATE FOR MAKING RESERVATIONS, THE HOTEL MAY REQUEST AN ADJUSTMENT REPRESENTING ITS ACTUAL OR ANTICIPATED DAMAGES. REASONABLE DAMAGES WILL BE DETERMINED BY CONSIDERING SUCH THINGS AS THE TIME OF CANCELLATION, NORMAL OCCUPANCY RATE, ATTEMPTS TO REBOOK THE ROOMS WITH OTHER CLIENTS, OTHER SPECIAL EVENTS TAKING PLACE IN THE CITY AND OTHER CIRCUMSTANCES AFFECTING THE HOTEL'S DAMAGES RELATIVE TO THIS CANCELLED BOOKING.

FOR SITUATIONS WHERE A HOTEL DOES NOT AGREE TO THE CLAUSE, REFER THE CONTRACT TO A WARRANTED PROCUREMENT OFFICIAL. WARRANTED PROCUREMENT OFFICIAL MAY TAILOR THE CLAUSE IF NEEDED.

REFER ANY CASES WHERE A HOTEL IS REQUESTING AN ADJUSTMENT BASED ON CANCELLATION TO A WARRANTED PROCUREMENT OFFICIAL FOR SETTLEMENT.

III. BILLING PROCEDURES:

1. Vendor Statement with Account Number (**BPA AG**-82CS-L-12-) shall be submitted at the end of each transaction. Statements may be submitted more frequently if accrued charges exceed $1,000. The original Resource Order Forms or other authorizing document must be included with each billing statement. The **original** or a legible copy of all applicable sales tickets shall also be provided with each statement. **PAYMENT CANNOT BE MADE WITHOUT A STATEMENT.**

2. The statement shall reflect the fire name, resource order number, and employees name(s); the total for each ticket; a total for the month's purchases or the end of the stay.

3. Bills should not include finance or interest charges. The Forest Service is not authorized to pay finance charges and interest due on late payments.

4. The invoice and resource order shall be given to the employee at the time for check out.

IV. PAYMENTS:

1. Payment shall be made over the phone or in person by a Government Purchase Cardholder.

2. The date that supplies/services were accepted by the Government.

Any person with procurement authority shall pay for the invoices within their authority. If it has exceeded their procurement authority invoices and required documentation shall be forwarded to the San Juan National Forest, Supervisor's Office, Attn: Purchasing for payment.

PROCUREMENT USING THE PURCHASE CARD

(a) Definitions. "Purchase Card" refers to the commercial credit card, currently a Visa card, authorized for use by the United States Department of Agriculture (USDA) personnel by the USDA Office of Procurement, Property, and Emergency Preparedness (OPPEP), for the acquisition of supplies and services.

(b) The purchase card will be used under this contract/order for procurement (s) and payment(s). The parties agree that the price(s) reflected in this order and/or Section B of this contract (as appropriate) reflect use of the purchase card. The contractor notes that it is a violation of Visa regulations to charge a premium for card transactions, but that the vendor is permitted to offer discounts for cash payments.

(c) The contractor will not process a transaction for payment through the purchase card clearinghouse until: (i) the purchased supplies have been shipped or (ii) purchased services performed. For subscriptions, the contractor may process the transaction for payment upon receipt of this order. Unless the Contracting Officer requests correction or replacement of a defective or faulty item in accordance with this order/contract, the Contractor will immediately credit the purchase cardholder's account for items returned as defective.

52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)

(a) *General.* The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) *Contractor payment request.* In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

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