

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. MODIFICATION No. PA0009		3. EFFECTIVE DATE Immediate	4. REQUISITION/PURCHASE REQ. NO. BPA No. GS-33F-AOQ02	5. PROJECT NO. (IF APPLICABLE)	
6. Issued By General Services Administration, FAS Travel and Transportation Acquisition Support 2200 Crystal Drive, Suite 300 Arlington, VA 22202 (express) 20406 (regular)		Code	7. ADMINISTERED BY (If other than Item 6)		Code
8. Name and Address of Contractor (No., street, county, State and ZIP Code) Corporate Lodging Consultants, Inc. 8110 East 32nd Street North, Suite 200 Wichita, KS 67226-2614 316-219-4204 087424511			(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE				9B. DATED (SEE ITEM 11)	
FACILITY CODE			X	10A. MODIFICATION OF CONTRACT/ORDER NO. BPA GS-33F-AOQ02	
				10B. DATED (SEE ITEM 13) September 7, 2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended is not extended. Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Payment is via the Government purchase card

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). 552.243-72 Modifications (Jul 2000) email dtd 4/07/11 from Tim Hannon/DLA
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The subject BPA is hereby modified to incorporate the following in accordance with paragraph 9, Authorized Users, of the Emergency Lodging Services Program Statement of Work.

See Following Pages

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Rebecca A. Koses Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED [INSERT DATE]	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED [INSERT DATE]
(Signature of person authorized to sign)		BY <i>Rebecca A. Koses</i> (Signature of Contracting Officer)	04/28/2011

Page 2
Modification No. PA0009
GS-33F-AOQ02

1. The following authorized user is added to the BPA at no additional cost:

DEPARTMENT OF TRANSPORTATION (DOT)

Warranted Contracting Officers within the DOT will execute Task Orders against the GSA Blanket Purchase Agreement (BPA) for Emergency Lodging Services (ELS) for DOT organizations.

Points of Contact for the DOT Contracting Services Office are:

Yolanda J. Chinn, Associate Director
U.S. Department of Transportation Office of the Acquisition Services
Telephone (202) 366-4968 or email Loni.Chinn@dot.gov

Tom Sachs Telephone (202) 366-4539 or email Tom.Sachs@dot.gov
Drew Feiss Telephone (202) 366-0216 or email Drew.Feiss@dot.gov

If DOT needs to use GSA's BPA for ELS, the US DOT Office of the Acquisition Services will be the requiring activity that will determine the actual ELS requirement and secure funding before a DOT Contracting Officer can execute a Task Order against the GSA ELS BPA.

2. All other terms and conditions remain unchanged.

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:

<u>ITEM (Model/Part Number or Type of Service)</u>	<u>SPECIAL BPA DISCOUNT/PRICE (ANNUAL ROOM NIGHTS)</u>
SIN 599-3 Lodging Negotiations and Management Services	First 300,000 rooms nights - \$2.69 per room night\ 300,001 – 1,000,000 room nights - \$2.48 per room night 1,000,001 – 2,000,000 room nights - \$1.99 per room night Over 2,000,000 room nights - \$1.79 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 services

There will be an estimated 3% SmartPay Card processing fee added on the total room cost 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 7, 2010 through September 30, 2011, with 4 one-year option periods options to renew remaining.
- (6) The following office(s) is hereby authorized to place orders under this BPA:
OFFICE In addition to the users already added to the BPA, see Page 2 of this modification and see Paragraph 9 of the Statement of Work
POINT OF CONTACT
- (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.

Page 4
Modification No. PA0009
GS-33F-AOQ02

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-AOQ02

2. AWARDED PRICES/DISCOUNTS: 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 300,000	\$2.69
300,001 – 1,000,000	\$2.48
1,000,001 – 2,000,000	\$1.99
Over 2,000,000	\$1.79

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

CLCs transaction and contract support items fee includes the .75% Industrial Funding Fee (IFF). The mathematical calculation for IFF is:

((CLC Transaction Fee + Contract Support Items) + (CLC Transaction Fee + Contract Support Items)) x3% Credit Card Transaction x.75%IFF

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 February 18, 2010 (attached)
 - b. CLC's Technical and Pricing Proposals dated March 13, 2010 is incorporated by reference and all clarifications/modifications thereto.
 - c. CLC's Oral Presentation documentation, presented March 31, 2010
 - d. CLC's underlying TSS schedule contract, GS-33F-0009P, inclusive of modifications.
6. All other terms and conditions remain unchanged.

Statement of Work
for
Emergency Lodging Services (ELS) Program

1. Purpose

The purpose of this effort is to secure accommodations, housing and ancillary services for Federal Agency, State and Local Government first responders, federal employees, support personnel, and any other authorized user or recipient of the services. A single Blanket Purchase Agreement (BPA) will be awarded under the GSA Travel Services Solutions (TSS) Schedule 599, to a Special Item Number (SIN) 599-3 (Lodging Negotiations and Management Services) service provider.

2. Scope of Support

GSA requires the TSS lodging management Contractor to quickly secure accommodations and ancillary services to include, but not limited to, general meeting rooms and services, food services, supplies, and planning support services in response to an emergency, disaster, or preparedness operations for the following:

- **Ordering Agency:** Federal Agency, State and Local Government first responders, employees, support personnel and authorized user of the services
- **Approved Recipients:** Private Citizens, pets, and any other approved personnel in support of disasters and/or emergencies

Accommodations will encompass the full range of safe, secure lodging/housing domestically and/or internationally. The outcome of this support will also provide safe, affordable lodging/housing in a cost-effective manner. This will be a government-wide BPA – authorized Ordering Agencies are those specified in GSA Order ADM 4800.2F and will be separately added to the BPA as specified below.

3. Requirements

The Contractor shall provide lodging and housing support for any disaster and/or emergency needs. The most urgent needs result from hurricanes, floods, wildfires, and declared national disasters.

Lodging/housing and ancillary services have historically been required in the following Continental United States (CONUS) areas in particular; although outside of CONUS (OCONUS) and international areas for future disasters and/or emergency needs are required as well. The Contractor must be able to provide housing support during small to catastrophic disasters which may require a large-scale housing delivery (e.g. during a catastrophic event there may be as many as 75,000 disaster victims in need of housing in a single night).

Alabama	Illinois	South Carolina
Arkansas	Louisiana	Tennessee
Arizona	Massachusetts	Texas
California	Michigan	Utah
Colorado	Mississippi	Washington, DC
Florida	North Carolina	West Virginia
Georgia	Oklahoma	

The Government estimates the volume of usage/purchases through this agreement to be approximately 4.4 million room nights per year. These are estimates only and are not guaranteed. Historical data reported over the past 4 years was over 22 million room nights over the course of the BPA. The actual number is obviously dependent upon various factors including the number, magnitude, frequency, and duration of these emergency and disaster events. This BPA does not obligate any funds. The terms and conditions included in this BPA apply to all purchases made pursuant to it.

4. Program

The Contractor shall perform the following tasks:

- a. Identify and quantify, by size (e.g., hotel room, one-bedroom, two bedroom, three bedroom, etc.), available inventory and their locations for the Ordering Agency and Approved Recipients. Research, segregate, and identify locations suitable for BPA users as a result of an emergency and/or disaster. Keep inventory updated at intervals sufficient to keep up with demand. Inventory is not limited to traditional hotel/motel/long-term housing/apartments. Alternatives (such as college dormitories, cruise lines, etc.) deemed safe and comfortable will be acceptable.
- b. Secure lodging/housing and manage all lodging and services contracts. Endeavor to secure rates at or below per diem to the extent practicable. Ensure families remain together to the fullest extent practicable. For stays that last longer than 30 days, secure additional discounts with facilities that provide discounts for extended periods of stay. Contracts must be designed to provide maximum flexibility to accommodate the Ordering Agency and Approved Recipients needs and minimize Government liability. This includes, for instance, flexible lengths of stay with no-penalty early exit provisions to the extent practicable, facilities assessing one charge for rooms used by relief staff on rotational two 12-hour or three 8-hour shifts, or facilities not providing full, daily room-cleaning maintenance services, and any other provisions that guard against price gouging. Contracts may require different payment and liability terms and conditions depending on the Ordering Agency needs — for example, housing for relief workers may specify that the Government will centrally pay for housing needs while housing for displaced recipients may require payment from the recipient or a different responsible source; or, perhaps, contract terms and conditions will need to include provisions for pets. The Contractor shall work with each Ordering Agency to define appropriate payment details, reporting requirements, auditing procedures, etc. for temporary/emergency lodging or housing.

- c. Develop a program to support direct lodging reimbursement for Approved Recipients that have been affected by an emergency and/or disaster and have not been initially processed through a pre-planned assistance program. The program must provide fair and equitable treatment of applicants regardless of whether they are supported through the direct lodging reimbursement program or another lodging assistance program. The Contractor shall ensure that the same level of financial controls are incorporated in the program by ensuring that only authorized recipients are reimbursed and shall also provide this program in a cost effective manner.
- d. Provide a list of any additional services and their associated fees that the Contractor typically provides like customers in the wake of an emergency and/or disaster. Please explain each additional service individually and provide clear justification for their associated proposed price. Services must be on or added to the GSA Schedule prior to award of this effort.
- e. Assure, to the maximum extent possible, that all recipients 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).
- f. Provide an on-line and a toll-free centralized call reservation/ booking service on a 24x7x365 basis and any follow-up needs as a result, due to the sheer volume of need. By centralizing government needs, this will enable better inventory control by property owners as well. The Contractor shall develop standardized ordering procedures and processes, then provide to the GSA Program Manager for distribution and posting on the program website for all Ordering Agencies.
- g. Ensure properties honor the negotiated rates, terms and conditions. Provide your processes and procedures for auditing negotiated rates and the corrective action plan if overpayments are discovered. The Contractor shall endeavor to ensure contract rates are within allowable reimbursement limits set by the Ordering Agency.
- h. Provide a documented and consistent payment process. Each Ordering Agency using this BPA will be responsible for payment associated with their use or their Approved Recipient’s use of the BPA. At a minimum, the Contractor shall accept (and 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 required by the Ordering Agency.
- i. Accurately track and report on all lodging/housing usage, services purchased and fees assessed, both to GSA and the Ordering Agency as specified in Section 5 Report below.

5. Reports

The Contractor shall adhere to the following reporting requirements:

Page 8
Modification No. PA0009
GS-33F-AOQ02

Track and report out on lodging/housing usage, services purchased and fees assessed, both to GSA and the Ordering Agency. For reports to GSA, aggregate the data, by agency. The report format must be mutually agreeable to all parties. Report intervals will be more frequent in the early stages of a disaster/emergency event, tapering off as demand decreases to a standard quarterly report. (Reference Travel Services Solutions Solicitation Number QMAD-CY-090001-B, Refresh Number 1, B5.3 SIN 599-3, Lodging Negotiations and Management, and Attachment 5 – Data Elements.)

Provide GSA with data and reports detailing the information noted below. Please note, the Government operates on a fiscal year basis of October 1 through September 30 of each year. The information shall be provided in an electronic commercial format readable in Microsoft Excel 2000, version 9.1.4119 SR-1 and emailed to onthego@gsa.gov and Travel.Programs@gsa.gov, Subject: ELS Program BPA (Reporting Period) or at GSA's option, through an automated reporting tool provided by the GSA to a third-party provider as designated by GSA. All GSA reporting is at no additional cost to the Government.

Ensure that all Personal Identifiable Information is deleted from all GSA reports.

Please note, GSA envisions moving to a web-based reporting mechanism to standardize and simplify reporting requirements and the Contractor supporting this effort must migrate reporting to this mechanism as it is established at no additional cost.

Ordering Agency reports: The Contractor shall provide quarterly reports that display monthly program usage in detail for each ordering agency's lodging expenditures, service fees charged, and the Industrial Funding Fee (IFF) collected and transmitted to GSA for the given report period. Data and reports are due to GSA within 15 calendar days of the end of each quarter on a fiscal year basis (e.g., for October through December, delivery of the data and report shall be not later than January 15, or the next business day if the due date is on a weekend or Federal holiday). Domestic and international lodging shall be reported separately. For domestic and international lodging, reported data elements shall include, but not be limited to; ordering agency name, point of contact and contact information (name, address, phone and email) total number of transactions, room nights, room revenue, average room rate, length of stay, room tax, contractor service fees charged, IFF on room revenue, and IFF on contractor service fees charged to ordering agencies.

Government wide reports: The Contractor shall provide quarterly reports that consolidate and aggregate monthly program usage for all Federal Government lodging expenditures, service fees charged, and the IFF collected and transmitted to GSA for the given report period. Data and reports are due to GSA within 15 calendar days of the end of each quarter on a fiscal year basis (e.g., for October through December, delivery of the data and report shall be not later than January 15, or the next business day if the due date is on a weekend or Federal holiday). Domestic and international travel shall be reported separately. For domestic and international lodging, reported data elements shall include, but not be limited to; ordering agency name, total number of transactions, room nights, room revenue, average room rate, length of stay, room tax, contractor service fees charged, IFF on room revenue, and IFF on contractor service fees charged to ordering agencies.

Page 9
Modification No. PA0009
GS-33F-AOQ02

An Ordering Agency may require custom reports which would be identified in their individual task orders.

An Ordering Agency may request in their individual task order that the Contractor identify in annual fiscal year end reports socio-economic (small, disadvantaged, (service disabled) veteran-owned, Hub-Zone, and woman-owned) business status of each hotel/facility utilized during the fiscal year rolled up by each authorized Ordering Agency. The report must tally the number of transactions per hotel/facility and display total revenue amounts and corresponding percentages applicable to each socio-economic factor.

6. Period of Performance

The term of the BPA is from **September 7, 2010 through September 30, 2011**, with four 1-year options to renew.

The contract base period of performance will be for an initial period of about 12 months and three weeks from the contract effective date. There are also four one-year option periods of performance which are subject to being unilaterally exercised by the Government. If exercised, each will also extend the contract for an additional twelve month period, for a possible total term of approximately five (5) years.

- Option Period 1: Day after base period conclusion plus 12 months
- Option Period 2: Day after option period 1 conclusion plus 12 months
- Option Period 3: Day after option period 2 conclusion plus 12 months
- Option Period 4: Day after option period 3 conclusion plus 12 months

7. Payment

Payment of all housing and services under this task order is the sole responsibility of the specified Ordering Agency. GSA will not be liable for any amount 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 other than GSA. 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 Ordering Agency task order/contractor's invoice, the provisions of this BPA will take precedence.

8. Points of Contact

Ordering Agency point of contact information shall be provided in all its task orders placed against this BPA. Contractor point of contact information shall be made readily available to authorized users of this BPA.

GSA will assign a Program Manager (PM) to the BPA who will act in the capacity of the Contracting Officer's Technical Representative (COTR) to facilitate Contractor/Ordering Agency issue resolutions.

9. Authorized Users

Ordering procedures: Authorized users will follow the ordering procedures developed by the Contractor and approved by the GSA PM in securing specific requirements, subject to the terms and conditions of this BPA and its underlying GSA Travel Services Solutions Schedule.

A current list of authorized users is available by contacting Mildred Castaneda at GSA's Center for Travel Management, email millie.castaneda@gsa.gov or 415-522-2840.

Additional users will be added by unilateral modification to the BPA at no additional cost to any Ordering Agency 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 Services Program BPA.

10. Cancellation Provisions

In the event an Ordering Agency cancels the room requirement and/or is a no show for such rooms/properties, then the Ordering Agency shall pay on request to the Contractor the lesser of all hotel/property charges and the Contractor's fees for one night for all such rooms/properties or the total costs incurred to the Contractor plus the Contractor's fees for one night for all such rooms/properties. If the hotel/property waives cancellation charges to the Contractor, the Contractor shall only invoice the Ordering Agency a maximum of the Contractor's fees, at the Contractor's discretion, for one night for all such hotel rooms/properties.

11. Key Personnel

Prior to BPA award, the Contractor, in coordination with the GSA PM, will identify the selected key personnel, proffered in its technical proposal, to assist in the resolution of any specific program-related issues that may arise. Key personnel contact information shall include, at a minimum, names, job titles, telephone and fax numbers, alternative telephone or contact numbers, email addresses, and mailing addresses in order to facilitate communication. Approved key personnel at contract award must be dedicated to this BPA for a minimum of 180 days and any replacements must be approved by the government.

12. Place of Performance

The primary work location will be the Contractor's place of business, inclusive of emergency/disaster locations where Contractor's physical presence/representation may be required (e.g. emergency situations where electronic communication channels are disrupted).