PROPANE BLANKET PURCHASE AGREEMENT

(BPA) PART 1 GENERAL INFORMATION

1. General. This is a Blanket Purchase Agreement to provide propane deliveries to various locations within the Fort Bliss areas of Operations. The Government shall not exercise any supervision or control over the supply contract providers performing the deliveries herein. Such contract supply providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1. Description of Supplies/Introduction. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform propane deliveries at various locations in the Fort Bliss areas of operations, as defined in this BPA except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this agreement.

1.2. Background. Propane is an essential commodity to the soldiers and civilians working, testing, and training in the various locations in the Fort Bliss areas of operations, without the commodity, we would incur Mission Failure.

1.3. Objectives. The objective of this agreement is to allocate propane deliveries to various locations throughout Fort Bliss.

1.4. Scope. This agreement includes all functions, tasks and responsibilities normally performed by a propane delivery contractor. The Contractor shall be responsible for delivery of the propane to the designated areas, in efforts to sustain 80% fill on every tank. The Contractor shall comply with all applicable laws and regulations, including but not limited to Federal Law, New Mexico, and Texas State Law(s), Occupational Safety and Health Administration (OSHA) regulations, Army and installation regulations.

1.5. Delivery Date. The delivery date shall start one day after task order award and amounts, and locations will be determined by the quantities and locations listed within the task order.

1.6. Quality Control. Quality Control is the responsibility of the Contractor. The Contractor is responsible for the delivery of quality supply to the Government in accordance with (IAW) the terms and conditions contained in Federal Acquisition Regulation (FAR) 52.246-1 entitled, “Contractor Inspection Requirements” and applicable sub-clauses pertaining to quality control.

1.7. Period of Performance (POP). The POP consists of base year plus 4 – year options or not to exceed $1,000,000 per fiscal year. The POP is as follows:

Base Year: 1 JUL 2026 – 30 JUN 2027

Option Year 1: 1 JUL 2027 – 30 JUN 2028
Option Year 2: 1 JUL 2028 – 30 JUN 2029
Option Year 3: 1 JUL 2029 – 30 JUN 2030
Option Year 4: 1 JUL 2030 – 30 JUN 2031

1.8. Hours of Operation.

1.8.1. Normal Duty Hours. The Contractor is responsible for providing performance/deliveries, between the hours of 7:00 AM and 4:00 PM, Seven days a week, including Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the Government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this agreement when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.8.2. Federal Government Holidays.

New Year's Day 1st day of January

Martin Luther King Jr.'s Birthday 3rd Monday of January

Presidents Day 3rd Monday of February

Memorial Day Last Monday of May

Juneteenth 19th Day of June

Independence Day 4th day of July

Labor Day 1st Monday of September

Columbus Day 2nd Monday of October

Veterans Day 11th day of November

Thanksgiving Day 4th Thursday of November

Christmas Day 25th day of December

a) When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays.

b) It is understood and agreed between the Government and the Contractor that

observance of such days by Government personnel shall not be a reason for an additional period of performance, or entitlement of compensation, except as set forth within the contract. In the event the Contractor's personnel work during the holiday, the Contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked, unless stipulated otherwise. This provision does not preclude reimbursement for authorized overtime work if applicable.

c) When the Department of Defense grants excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled and shall be guided by the instructions issued by the Contracting Officer. Changes in employee work schedules shall comply with the terms and conditions of the contract, to include payment provisions.

d) If Government personnel are furloughed, the Contractor shall contact the Contracting Officer to receive direction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event that Government shutdown and/or furloughed Government employee's does impact contract price/cost, a negotiated settlement will be reached as deemed appropriate by the Contracting Officer.

1.9. Place of Performance. The work to be performed under this contract will be performed throughout various location on Fort Bliss, within New Mexico and Texas, at the propane tank locations as listed per Task Order (TO).

1.10. Type of Contract. The Government will award a Bulk Purchase Agreement (BPA) firm fixed price contract.

1.11. Physical Security. The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use IAW AR 190-13, The Army Physical Security Program. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.12. Safety. The Contractor shall follow all safety requirements established by the National Propane Gas Association.

1.12.1. In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with the following:

a) Safety Accident Prevention Standards: 29 CFR 1910, Occupational Safety and Health Standards; 49 CFR Parts 100-185, Hazardous Materials Regulations;

U.S. Department of Transportation, Federal Motor Carriers Safety.

b) The Contractor shall comply with the above and all other applicable DoD, Army, Federal, State(s) and Local safety and health requirements.

1.12.2. Reporting of Fire and Safety Hazards. The Contractor shall train personnel to recognize fire and safety hazards and encourage personnel in the performance of their duties to report fire and safety hazards and unsafe conditions to their supervisor. The Contactor shall take corrective action to remedy reported deficiencies IAW the terms of this contract. The Contracting Officer shall be notified of deficiencies beyond the terms of this contract.

1.12.3. Environment and OSHA. The Contractor shall comply with all local, State, and Federal environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance with such local, State, and Federal environmental and occupational safety laws, rules, regulations, and compliance with the requirements of the contract shall be immediately brought to the attention of the Contracting Officer or authorized representative for final resolution. The Contractor shall notify the Contracting Officer or authorized representative in writing in addition to any verbal notification of such conflict. The Contractor shall be liable for all fines, penalties, and costs which result from violations of, or failure to comply with, all such local State, or Federal laws, rules, and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for the Contracting Officer or authorized representative to halt any and all Contractor performance with a commensurate deduction of monies due to the Contractor until such unsafe conditions are corrected. The Contractor shall take due caution not to endanger personnel during performance of this contract. Upon discovery of a serious hazard such as, but not limited to, fire, or large fuel spill, the Contractor shall notify the Contracting Officer or designated representative.

1.12.4. Reporting Mishaps. The Contractor shall adhere to reporting of mishaps IAW AR 385-10, The Army Safety Program and DA Pam 385-40, Army Accident Investigations and Reporting. In addition, the Contractor shall report: (1) Injury or occupational illness to on-duty Contractors; (2) Damage to GFM, GFP, or GFE provided to a Contractor; (3) Contractor accidents involving Army property and personnel.

1.12.5. Personnel Safety. The Contractor shall immediately correct all safety deficiencies upon notification of the deficiencies by the Contracting Officer, designated representative, and shall notify the Contracting Officer of the corrective action to be taken.

1.13. Personnel. For purposes of this paragraph, the term “personnel” or “employee(s)” refers to any person performing work related to this contract, including but not limited to, the Contractor’s employees, agents, representatives, or Subcontractors. The Contractor shall staff this effort with trained, competent, and

capable employee(s) for the discipline they are assigned to. Contractor personnel shall present a clean, neat and professional appearance. The Contractor shall ensure that employees meet all applicable federal, state, local, and installation certification, licensing, medical requirements, and qualifications to perform all assigned tasks and functions as defined in this contract prior to commencement of work. The Contractor shall not permit any personnel to work under this contract if such person is identified by a Government authorized representative to the Contractor as a potential threat to the health, safety, security, general wellbeing, or operational mission of the Army, Fort Bliss, TX and NM. All Contractors' personnel shall comply with installation security and access procedures.

1.13.1. Contractor's personnel, whose tasks involve operation of any vehicles, shall possess a valid U.S. state driver's license, certificates and permits, applicable for the type and class of vehicle being operated.

1.13.2. Contractor's personnel shall either be a United States Citizen or authorized to work in the United States or possess a valid U.S. Immigration T-151 or I-94, Alien Registration Card.

1.13.3. Speaking, Reading, and Understanding English. Contractor shall hire and staff personnel who can communicate with Government representatives and where reading, understanding, and discussing environmental, health, and safety warnings are an integral part of an employee's duties, Contractor's employee shall be able to understand, read, write, and speak the English language fluently. English shall be the only language used with regards to this contract for written correspondence, discussions, and other business transactions.

1.13.4. Identification of Contractor Employees. The Contractor (to include Subcontractors) shall provide each employee an Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name, and a color photo of the employee. ID Badges for Key Personnel shall also indicate their job title. ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor (to include Subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor (to include Subcontractors) shall be responsible for collection of ID Badges upon completion of the contract or termination of employee. A listing of issued identification cards shall be furnished to the Contracting Officer prior to the contract performance date and updated as needed to reflect Contractor and Subcontractor personnel changes. All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.13.5. Access and General Protection/Security Policy and Procedures.

1.13.5.1. Fort Bliss:

a. Fort Bliss under the direction of the Commanding General has initiated the implementation of Homeland Security Presidential Directive (HSPD-12), requiring the vetting of all individual seeking access to Army installation. All Contractors shall complete a favorable background check prior to being granted access onto Ft. Bliss. Once the contract has been awarded, the company is required to provide a list of all employees through the COR of the contract by completing a form (provided after award) Directorate of Emergency Services (DES). Once all background checks have been completed and installation access has been granted, the results will be sent to the COR and contract POC. At this point employees must proceed to 2616 Chaffee Rd, Commercial Pass Office to obtain access badges. It must be reminded that this action will contain personally identifiable information (PII), all correspondence must be protected.

1.13.6. Contractor Vehicles.

a. All Contractor vehicles shall be readily identifiable. Identification shall include displaying Contractor's name in a clear and unobstructed location on the vehicle.

b. Motor vehicles entering Fort Blissshall be properly licensed, insured, and registered with the Installation Access Pass Office.

1.13.7. Contractor Advertising. The Contractor shall not place or display advertising of any kind on Government property.

1.13.8. Installation Access.

1.13.8.1. Contractor and Vendor Access. Fort Bliss is a guarded secure military Installation. All Contractor and vendor personnel whether operating their privately-owned vehicles or motorcycles or Contractor or vendor-furnished vehicles and equipment must enter the Installation through one of the secure access control points (ACPs) except as described in paragraph 1.12.8.2 below. Under the present Installation Force Protection Condition (FPCON), vehicle and equipment operators and passengers must possess only a valid photo identification card to access the Installation. Vehicle and equipment operators must also possess and be ready to show a valid state driver's license, current vehicle registration, and proof of state required minimum liability insurance. As determined by the Installation FPCON, an elevated FPCON may require additional security screening and/or limited Installation access.

1.13.8.2. Commercial Delivery Vehicles and Equipment Entering Fort Bliss. All commercial delivery vehicles and equipment must enter the Installation through the

Chaffee ACP, which is open 24 hours a day, Monday thru Friday, Federal holidays exempted. Commercial vehicles are those vehicles over one ton used for a commercial purpose, including: semi-trucks with trailers, UPS trucks, U-Haul trucks operated by Contractors and used for commercial purpose, tow-trucks responding on-post to a request for assistance, and construction vehicles. Non-Commercial vehicles include: half-ton pickups with boat, U-Haul truck operated by soldiers who are moving as part of a permanent change of station, or recreational vehicles operated by soldiers or civilians visiting post. There will be no commercial delivery vehicles allowed on the Installation on Sundays and Federal holidays. All other Contract or, vendor, and commercial delivery vehicles may enter through any of the Installation's ACPs during their regular operating hours. As determined by the Installation FPCON, an elevated FPCON may require all Contractor, vendor, and commercial delivery vehicles to enter through the Chaffee ACP only.

1.13.8.3. Cell phone Usage. Army Regulation (AR) 190-5, paragraph 4-2, prohibits the use of cell phones on a DoD installation, unless the vehicle is safely parked or operator using a hands-free device. Cellular phones with integral digital cameras and other devices capable of capturing digital images are prohibited for use or possession without written authorization, within any restricted or controlled area. The use or possession of handheld computers (Palm Pilots), electronic notebooks, or personal digital assistants (PDA) with cameras and/or voice recording capabilities are prohibited without written authorization, within any restricted or controlled area. Photo taking throughout the missile range is prohibited without a special photo permit.

PART 2
DEFINITIONS & ACRONYMS

2. Definitions and Acronyms.

2.1. Definitions.

2.1.1. Federal Acquisition Regulation (FAR), Dictionary of US Army Terms, AR 310-25 and Authorized Abbreviations and Brevity Code, AR 310-50, are the references for definitions and acronyms not listed below.

2.1.2. Contract Administrator. The official Government representative delegated authority by the Contracting Officer to administer a contract. This individual is normally a member of the appropriate Contracting/Procurement career field and advises on all technical contractual matters.

2.1.3. Contractor. A supplier or vendor awarded a contract to provide specific supplies or services to the Government. The term used in this contract refers to the

prime.

2.1.4. Contracting Officer. A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.5. Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.6. Controlled Area. A controlled space extending upward and outward from a specified point. This area is typically designated by a commander or director, wherein sensitive information or operations occur and requires limitations of access.

2.1.7. Defective Service. A service output that does not meet the standard of performance associated with the SOW.

2.1.8. Deliverable. Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

2.1.9. Government-Furnished Property (GFP) or Government Property (GP). Property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

2.1.10. Key Personnel. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the SOW. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.11. Physical Security. Actions that prevent the loss or damage of Government property.

2.1.12. Property Administrator (PA) or Plant Clearance Officer (PLCO). An authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of the Contractor.

2.1.13. Quality Assurance. The Government procedures to verify that services being performed by the Contractor are acceptable IAW established standards and requirements of this contract.

2.1.14. Quality Assurance Specialist. An official Government representative

concerned with matters pertaining to the contract administration process and quality assurance/quality control. Acts as technical advisor to the Contracting Officer in these areas.

2.1.15. Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.16. Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.17. Subcontractor. One that enters into a contract with a prime Contractor. The Government does not have privet of contract with the Subcontractor.

2.1.18. Workday. The number of hours per day the Contractor provides services IAW the contract.

2.1.19. Work Week. Monday through Friday, except for Federal holidays unless specified otherwise.

2.2. Acronyms.

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AQL	Acceptable Quality Level
AR	Army Regulation
AT	Antiterrorism
CDR	Contract Deficiency Report
CFR	Code of Federal Regulations
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
FAR	Federal Acquisition Regulation
FPCON	Force Protection Condition
HIPPA	Health Insurance Portability and Accountability Act of 1996
JER	Joint Ethics Regulation
JTR	Joint Travel Regulation
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PA	Property Administrator
PIPO	Phase In/Phase Out

PLCO	Plant Clearance Officer
POC	Point of Contact
PRS	Performance Requirements Summary
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SOW	Statement of Work
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY & EQUIPMENT

3. Government Furnished Items.

3.1. Equipment. The Government will provide location and amount of propane to be delivered to Government owned propane storage tanks. Any alterations to property shall be approved prior in writing and property shall be returned to its original condition, if applicable, prior to completion of this contract. Contractor shall be responsible for any damages or lose of use due to their negligence. Identification of vehicle use shall be non-invasive/removable to ensure no damages to vehicles, i.e. placards placed in front and/or aft windows.

PART 4
CONTRACTOR FURNISHED ITEMS

4. Contractor Furnished Items and Responsibilities.

4.1. Contractor Furnished Items. Everything included in this paragraph and its subparagraphs is basic to the contract and should be included in the contract price.

4.1.1. The Contractor shall provide all labor, supervision, transportation, vehicles, supplies, equipment, materials, facilities, and services required to perform work under this contract that are not listed under Section 3 of this SOW.

4.2. Materials. The Contractor shall deliver appropriate propane with contractor owned equipment and personnel such as but not limited to trucks, hoses.

4.3. Responsibilities of the Contractor.

a. The Contractor shall provide a safe working environment for key consultants and all persons in his/her employ as prescribed 49 CFR Parts 100-185,

Hazardous Materials Regulations, U.S. Department of Transportation, Federal Motor Carriers Safety and 29 CFR 1910 “Occupational Health and Safety”. The Contractor shall be responsible for all damages to persons and property that occur in connection with the work and service under this contract, without recourse against the Government.

b. Contractor shall exercise extreme caution to protect building finishes, private property, military property, etc., from damage during the performance of these contract requirements. Contractor shall be responsible for all loss or damage or whatsoever kind and nature to all Government property, while in the performance of these contract requirements, which result in whole or in part from the negligence or omissions of Contractor, any of his Subcontractors or any employee, agent or any representative of the Contractor or Subcontractor(s).

c. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

d. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

PART 5
SPECIFIC TASKS

5. General. The Contractor shall provide all skilled personnel, equipment, supplies, tools, materials, supervision, and other items necessary to perform this prescribed project as defined in this agreement to meet the delivery requirements, except for those items specified as Government furnished property.

5.1. Propane Delivery.

5.1.1. The Contractor shall be responsible for transporting propane to various locations at Fort Bliss, with the requested propane amount not to exceed 80% of the total propane tank size.. Delivery dates may be extended up to one month. Contractor shall coordinate deliveries with the Government POC who is established at time of Blanket Purchase Agreement (BPA) call. A Government representative from the requesting office must be present and sign for each delivery. The Government representative from the requesting office will be responsible for obtaining a vendor signed copy of the delivery receipt.

5.1.2. Tank Fill. The Contractor shall be responsible for filling propane tanks with

the amount requested for each tank, not to exceed 80 % of tank capacity. Amounts required may vary depending on weather conditions. Government reserves right to make changes to deliveries within individual orders with respect to number of gallons per tank and tank locations for deliveries required; however total amount of Contract shall not be impacted.

5.2. Deliverables

5.2.1. Certification. The contractor shall be certified under National Propane Gas Association prior to execution of deliveries and must submit certification at time of proposal.

5.2.2. Spill Prevention & Control Procedures. The Contractor shall maintain spill prevention and control procedures which shall be submitted to the KO no later than 15 calendar days after contract award. At a minimum the procedures shall cover spill kits and reporting of spills.

a. The contractor is responsible for all spills and clean up associated with performance of this contract. The Contractor shall execute due diligence in the prevention of spills. All spills, regardless of size shall be reported to the Fort Bliss Service Order Desk by calling 915-642-5477.

b. Upon notification, the Environmental Division will determine what, if any, further action needs to be taken. Cleanup of all spills caused by the Contractor will be done IAW Federal, State and Local laws and Environmental Division guidance and is the responsibility of the Contractor at no cost to the Government. The Contractor shall ensure all employees are knowledgeable on spill prevention procedures and capable of following required spill plans.

c. Spill Kits. The Contractor shall provide and maintain spill kits for all vehicles and equipment.

5.2.3. The Contractor shall provide any information of delayed shipments 24 hours in advance to the POC who will be established at time of award.

5.2.4. The Contractor shall provide a fill sheet once deliveries are complete to the designated Inspector.

PART 6
APPLICABLE PUBLICATIONS AND FORMS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor (to include Subcontractors) must abide by all applicable

regulations, publications, manuals, and local policies and procedures.

29 CFR 1910, Occupational Health and Safety

49 CFR Parts 100-185, Hazardous Materials Regulations U.S. Department of Transportation, Federal Motor Carriers Safety

DoD 5200.08-R, Physical Security Program

32 CFR 147.24, The National Agency

AR 190-13, The Army Physical Security

AR 385-10, The Army Safety Program

DA Pam 385-40, Army Accident Investigations and Reporting PHMSA, Pipeline Safety Regulations

6.2. Forms. Mandatory records and report forms are listed below. DD250 –

Material Inspection and Receiving Report, available at

http://www.dtic.mil/whs/directives/forms/index.htm