BLANKET PURCHASE AGREEMENT (BPA)
TERMS AND CONDITIONS
MISSION AND INSTALLATION CONTRACTING COMMAND – FT. BLISS, TX
Propane Gas

1. *Description of agreement.* This is a "Blanket Purchase Agreement" (BPA). It is established in accordance with Federal Acquisition Regulation (FAR) 12.201-1 (3) and 16.507-2 (3). A BPA is "a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." FAR 12.201-1(3).

2. *Ordering Period.* This BPA will have a performance period of five (5) years, beginning with the date the agreement is signed. If the Government identifies your company as a qualified source of supply and chooses to establish a BPA with you, you will be authorized to provide **propane gas**, in accordance with the attached Schedule, when called by the Contracting Officer (KO) or their designated representative(s) during the period of **01 July 2026 through 30 June 2031.** The BPA will be reviewed at least annually by the contracting office and may be terminated at any time within the five year period (subject to the 30-day notice requirement set forth immediately below) if the Contracting Officer determines that this is necessary.

3. *Termination.* This agreement may be terminated upon 30 days written notice by either party.

4. *Extent of obligation.* It is understood and agreed that this BPA obligates the government only to the extent that authorized calls are actually made against the BPA and only when delivery against such calls has been completed.

5. *Competition.* Each call under this BPA will be competed amongst all BPA holders. Quotes will be evaluated using the Price Only method. This means the call will be awarded to the vendor whose quote is the lowest priced of those which are technically acceptable **(please see 52.212-2 on page 5 for the definition of technical capability)**. If additional competition is necessary, a Request for Quotes (RFQ) will be sent to vendors other than the BPA holders as required by FAR 12.201-1(3)(ii).

6. *Purchase limitation.* Individual calls under this agreement **shall not exceed $350,000.00.**

7. *Individuals authorized to purchase under the BPA.* Only the Contracting Officers at MICC-Fort Bliss are authorized to issue BPA Calls up to $350,000 to procure supplies under these BPAs.

The government is obligated only to the extent of authorized purchases actually made under the BPA. Only a Contracting Officer acting within the limits of his/her warrant may obligate the government. Any purchase made by government personnel acting without authority will constitute an unauthorized commitment and the vendor will risk non-payment from the government.

8. *Call placement procedures.* When the Government requires supplies under the BPA, a contracting officer will issue a request for quote with the Description of Agreement, delivery locations and any other relevant information. Deliveries will vary in size and delivery locations will vary, as described in the Description of Agreement. The delivery dates on BPA calls are independent of each other and may run concurrently. The Government will make every effort to allow sufficient time for vendor to respond to quotes. However, urgent requirements occur frequently, and vendors should be prepared to submit quotes within short time periods (sometimes as short as 24 hours) based on the urgency of the requirement. Submission of a quote for each call is not required; however, **you must provide a response to each call.** Your response may contain either a quote or a statement that you will not provide a quote for that particular call. **Failure to provide a response to five (5) calls under this BPA may result in termination of your BPA.**

9. *Call performance.* **A vendor who is seriously deficient in performance of one or more BPA call(s) may be excluded from further competition under this BPA, and the vendor's BPA may be terminated, unless the Contracting Officer determines that the circumstances resulting in deficient performance were beyond the vendor's control.**

10. *Qualified source of supply.* The Government establishes BPAs with vendors it determines are qualified sources of supply capable of meeting its requirements. The Government determines whether a vendor is a qualified source of supply based in large part on information supplied by the vendor itself. **If at any time the Government determines that a vendor is not, or is no longer, a qualified source of supply, or that the vendor misrepresented itself as a qualified source of supply, the vendor shall be excluded from further competition under this BPA, and the vendor's BPA will be terminated.**

11. *Delivery tickets.* Each delivery will be accompanied by a delivery ticket which will contain all of the following information (at a minimum):

a. Name of supplier.
b. BPA number.
c. Date of call and call number.
d. Name of person placing the call along with purchase number.
e. Itemized list of supplies/services furnished.
f. Quantity, unit price, and extension of each item, less applicable discount.
g. Date of delivery.

12. *Invoices.* A summary invoice shall be submitted at least monthly or upon expiration of the BPA, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total value, and supported by receipted copies of the delivery tickets.

13. *Payment.* Payment will be made in areas upon receipt of a properly prepared invoice, and must cite the BPA number and call number. Payment will be made as stated in the instructions included in this agreement.

14. *Correspondence.* All correspondence concerning this BPA or a particular call shall be in writing and addressed to the Contracting Officer, with a copy to the Contracting Officer's Representative. If the correspondence relates to a particular call, it should include the BPA call number.

TERMS AND CONDITIONS OF BLANKET PURCHASE AGREEMENT

This BPA incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available, IAW FAR 52.107(b). Also, the full text of the clause may be accessed electronically at this address: https://www.acquisition.gov.

CLAUSES INCORPORATED BY REFERENCE

52.203-6 Alt I	Restrictions On Subcontractor Sales to The Government -- Alternate I	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.204-7	System for Award Management	FEB 2026
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	FEB 2026
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	FEB 2026
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2026
52.212-1	Instructions to Offerors - Commercial Products and Commercial Services	FEB 2026
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	FEB 2026
52.219-6	Notice of Total Small Business Set-Aside	FEB 2026
52.219-8	Utilization of Small Business Concerns	FEB 2026
52.219-28	Post-Award Small Business Program Representation	JAN 2025
52.219-33	Nonmanufacturer Rule	FEB 2026
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2025
52.222-35	Equal Opportunity for Veterans	FEB 2026
52.222-36	Equal Opportunity for Workers with Disabilities	FEB 2026
52.222-37	Employment Reports on Veterans	FEB 2026

52.222-40	Notification of Employee Rights Under the National Labor Relations Act	FEB 2026
52.222-50	Combating Trafficking in Persons	FEB 2026
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2026
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	FEB 2026
52.233-4	Applicable Law for Breach of Contract Claim	FEB 2026
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.225-7001	Buy American And Balance Of Payments Program-- Basic	FEB 2024
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.247-7023	Transportation of Supplies by Sea	OCT 2024

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(i) Price

a. The Government will assess the prices of all acceptable offers to determine whether they are fair and reasonable. Award will be made to the offeror with the lowest evaluated price among the technically acceptable proposals.

b. **Reasonableness:** The existence of adequate price competition is expected to support a determination of reasonableness; a price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

c. **Realism:** Analysis the government uses to ensure the quoter understands the requirement. Quoting unrealistically low in price may be considered indicative of

a lack of understanding of the complexity and risk in the contract requirements. Unrealistic offers may not be considered for award. The ability of the quoter to perform aspects of the anticipated contract from inception to completion will be considered as part of the overall "realism" evaluation.

d. **Completeness:** Completeness is compliance of the quoter with Addendum to FAR Provision 52.212-1, Instruction to Offerors.

e. **Unbalanced pricing:** Exists when, despite an acceptable evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price analysis techniques. Quotes that are determined to be unbalanced may be rejected if the lack of balance poses a significant risk to the Government.

(ii) Technical capability of the item offered to meet the Government requirement:

a. Offeror shall submit a copy of its National Propane Gas Association Certification for New Mexico and Texas.

b. Offeror must submit documentation demonstrating 3 to 5 years of experience providing propane deliveries.

c. Offeror must provide at least two contracts that show proof of performance in the last two years.

(iii) Past Performance:

a. Must provide capabilities and past experiences of delivering Propane in a timely manner.

Process: The Government will conduct an initial evaluation of all proposals to determine price acceptability and whether the proposed prices are fair and reasonable. From the set of proposals found technically acceptable, the Government will then identify the offeror that most clearly demonstrates the capability to meet the requirements specified in the PWS. As part of this determination, the offeror must show the ability to mobilize and begin performance promptly upon contract award.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(End of provision)