



**DEPARTMENT OF THE AIR FORCE
47TH FLYING TRAINING WING (AETC)**

**FA3099-23-Q-0034
ATTACHMENT 2:**

TERMS AND CONDITIONS

1. NEGOTIATION AUTHORITY: The issuance of individual calls under this blanket purchase agreement (BPA) will be made under the authority of 10 USC 2304(g).

2. DESCRIPTION OF AGREEMENT: This Blanket Purchase Agreement (BPA) is to provide Spill Response and Remediation Services to Laughlin AFB, Texas in accordance with the attached Statement of Work (SOW) at Attachment 1. The Contractor shall provide the service(s) as the Contracting Officer or designated representative specifies during the period stated in all subsequent "Calls".

a. Either party may modify or may cancel this Agreement, including Paragraphs a and b hereof, in its entirety upon thirty (30) days written notice to the other party. Except the Government may cancel this Agreement at any time if the parties fail to agree upon any deletion, amendment, or addition to this Agreement which statute, Executive order, the FAR and/or this Supplement requires. No deletion, modification, addition to, or cancellation of this Agreement shall affect any contracts therefore entered into between the parties in which this Agreement or portion thereof has been incorporated by reference.

b. This Agreement shall be reviewed, at a minimum, annually before the anniversary of its effective date, and revised to conform to all requirements of statutes, executive orders, or the FAR and its supplements. An agreement modifying this BPA or the issuance of a superseding BPA shall evidence this revision.

3. PRICING: The contractor hereby warrants that the prices to the government shall be as low as or lower than those charged to the contractor's most favored customer, in addition to any discounts for prompt payment. The contractor will furnish the Contracting Officer with updated price lists electronically at least five (5) business days prior to the effective date of the price change. No price changes may be made unless the Contracting Officer approves. Pricing will be in accordance with the price list at Attachment 3. Pricing changes shall be implemented by formal modification to the BPA. Only the Contracting Officer will conduct negotiation or solicitation for prices and additional discounts or requirements. In addition, the contractor shall provide an updated price list annually.

4. EXTENT OF OBLIGATION: The Government is obligated only to the extent of authorized calls actually placed against this blanket purchase agreement and shall not be liable in any manner in the event no calls are made.

5. PURCHASE (CALL) LIMITATIONS: No individual purchase (call) against this BPA shall exceed **\$25,000.00**.

6. NOTICE OF INDIVIDUALS AUTHORIZED TO PLACE CALLS: The contracting officer will provide a list of personnel authorized to place calls against this BPA by separate letter. Only the individuals identified on the letter are authorized to place calls under this BPA. Calls received from personnel not so listed shall not be honored by the Contractor.

7. PERIOD OF PERFORMANCE (POP) FOR CALLS: Persons authorized to place calls must establish a period of performance with the contractor for each call placed against this BPA.

8. DELIVERY TICKETS: Delivery tickets shall contain the following minimum information for each individual call made against this BPA.

- a. Name of contractor
- b. BPA Number and Call Number (such as FA3099-23-A-0001-0001). The last four digits represent the call number.
- c. Date of call
- d. Itemized list of supplies or services furnished
- e. Quantity, unit price and extension of each item less applicable discounts
- f. Date of Delivery or Shipment
- g. Name of Individual Placing the Call
- h. Period of Performance for the individual call
- i. Submit invoices to:
 - a) Contractors shall complete invoices to the payment office (Defense Finance Accounting Services – DFAS) identified on this document. ALL INVOICES MUST HAVE A VALID PURCHASE ORDER NUMBER ON THEM. When appropriate Government Purchase Card (GPC) will be utilized.
 - b) Submit payment request using Wide Area Workflow (WAWF):
 - a. **Electronic invoicing.** The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
 - b. WAWF access. To access WAWF, the Contractor shall—
 - i. Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

- ii. Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

9. INVOICES: A summary invoice shall be submitted at least monthly if used, or upon expiration of this BPA, whichever occurs first, for all services performed during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets.

10. CALLS: Calls will be made orally or by informal correspondence. Contractor personnel receiving such calls verbally should assure themselves that sufficient information is obtained to prepare the delivery ticket that the above applicable paragraph of this BPA requires.

11. DESIGNATED REPRESENTATIVE: For the purpose of technical supervision, inspection, and acceptance under this BPA, personnel designated on the authorized caller list the Contracting Officer furnishes will serve as designated Contracting Officer's Representative(s) (COR).

12. DELIVERIES: Delivery of services will be accepted seven days a week, 24 hours a day.

13. REQUIRING ACTIVITY RESPONSIBILITY: The requiring activity is responsible for designating services requires, and shall provide all pertinent information regarding incidents that has been gathered during the initial assessment of the situation at the time the call is placed. They shall not be request services until such information presented to the Contractor.

14. INSPECTION: The contractor will be supervised during clean up by a COR. The COR will determine final inspection and acceptance of services.

END OF TERMS AND CONDITIONS