BLANKET PURCHASE AGREEMENT

BETWEEN

NAME OF CONTRACTOR

AND

U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT

Pursuant to the Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) 12.201-1(e)(3), Blanket Purchase Agreement (BPA), the Contractor agrees to the following terms of a BPA exclusively with the U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT:

(1) This Multiple-Award BPA is a Small Business Set-Aside in accordance with RFO Subpart 19.104 under NAICS Code 327390, Other Concrete Product Manufacturing; the Small Business size standard for this NAICS Code is 500 employees; NAICS Code 237310, Highway, Street, and Bridge Construction; the Small Business size standard for this NAICS Code is $45,000,000; NAICS Code 212321, Construction Sand and Gravel Mining; the Small Business size standard for this NAICS Code is 500 employees; NAICS Code 327332, Concrete Pipe Manufacturing; the Small Business size standard for this NAICS Code is 750 employees. The primary NAICS Code is 327390, Other Concrete Product Manufacturing.

(2) The Blanket Purchase Agreement (BPA) features an unlimited ceiling amount. While the Government estimates the total volume of purchases through this Multiple-Award BPA pool to be a shared ceiling of $45,000,000.00, this figure represents an estimate for planning purposes only and does not constitute a guaranteed minimum or maximum ceiling limit.

(3) The dollar limitation for each individual purchase under the BPA is $9 million in accordance with the threshold at RFO 12.201-1(a). In accordance with RFO 12.201-1(a), the dollar limitation for each individual call issued under this BPA is $9,000,000, utilizing simplified procedures for certain commercial products and commercial services.

(4) The BPA is not a contract. The Government is not obligated to place any orders, and the vendor is not obligated to accept any orders. Either party can cancel the Master BPA at any time. The Master BPA is not enforceable against either party. An enforceable contract exists only when the Government places a call against the BPA, and the vendor accepts that call.

(5) This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made under the BPA.

(6) This BPA shall have a period of performance of five (5) years from the date it is signed by the Contracting Officer. The period of performance of any order placed against this BPA prior to the expiration of BPA ordering period shall continue until expiration of that order's period of performance.

(7) The following office(s) is hereby authorized to place orders or make purchases under the BPA:

U.S. Army Corps of Engineers,
Jacksonville District
Contracting Division
701 San Marco Blvd,
Jacksonville, FL 32207

(8) Ordering/Purchases:

a. A Request for Quotation (RFQ) will include a description of the services to be performed and the basis upon which selection will be made. All RFQs will include, at a minimum, description of materials to be delivered; delivery location; delivery date; applicable performance standards; invoicing instructions; any special requirements (e.g., appointed Contracting Officer's Representative, security clearances, etc.); and type of order (e.g. firm fixed price, time and materials, etc.).

b. Each Call Order will incorporate a defined list of supplies, delivery schedule, and period of performance Standards of Basic Services. Unless specified otherwise in a Call Order, all materials to be delivered as scheduled within 5 business days of notification of award. All material will be brought to site in undamaged conditions, in the specified quantities, type and sizes.

c. Orders will be awarded using a Standard Form (SF) 1449.

d. The Government reserves the right to add more BPA holders at any time during the period of this agreement if determined necessary.

e. Order Numbering: Orders will be numbered sequentially as issued within the District, not as issued against this BPA. As orders are being placed for different supplies, services, etc. across the District and are being placed against numerous contracting vehicles, order numbers under this BPA may not result in next in line numbers (e.g. first order placed – W912EP26FA009; second order placed – W912EP26FA054).

(9) The requirements of a proper invoice will be specified in individual orders. Invoices will be submitted to the address specified within the 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.

(11) Cancellation: Either party (the Government or the BPA Holder) may cancel this BPA by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. BPA cancellation does not release the BPA holder from the duty to continue performance on existing orders. Ongoing orders continue in accordance with their own period of performance, even if the BPA is cancelled.