

Attachment 1 - BPA Sample Testing Terms Conditions**TERMS AND CONDITIONS BLANKET
PURCHASE AGREEMENT (BPA)****Date: July 18, 2023**

1. **DESCRIPTION OF WORK:** This BPA is established for furnishing Sample Testing services as described in the Performance Work Statement (PWS).
2. **EXTENT OF OBLIGATION:** The Government is obligated only to the extent of authorized Calls actually placed against this BPA within the USACE Hydroelectric Design Center AOR and shall not be liable in any manner in the event no Calls are made.
3. **PRICING:** The Contractor certifies that the prices charged to the Government under this BPA shall be as low as or lower than those charged to the Contractor's most favored customer for like quantities in addition to any discounts for prompt payment. The schedule of tests and pricing will be evaluated annually and updated as agreed upon by the Contractor and Contracting Officer.
4. **DURATION:** This Agreement shall remain in effect for a period of five (5) years from the award date.
5. **CALL LIMITATION:** No individual call under this agreement shall exceed \$25,000.
6. **MODIFICATION:** This BPA may be modified only under its terms or conditions or by mutual agreement.
7. **REVIEW:** This Agreement shall be reviewed by the Contracting Activity at least annually before the anniversary of its effective date and revised as necessary to conform to the requirements of the Federal Acquisition Regulation and applicable supplements or to statutory requirements. Any change shall be effective only through written modification to this Agreement and not by individual Calls issued hereunder. Modifications to this Agreement shall have no retroactive effect on Calls previously issued.
8. **INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE BPA:** Only personnel designated as Authorized Ordering Individuals or Contracting Officers from the Portland District U.S. Army Corps of Engineers shall place Calls on this agreement.
9. **INVOICES:** The Contractor may invoice USACE for work performed at the conclusion of a test, after the test results have been provided. All submitted invoices shall be accurate and legible to ensure proper payment is made. Invoices that are not accurate or are illegible shall be rejected and a request for a resubmitted invoice shall be sent to the Contractor. Invoices shall be submitted to the address stated on Block 15 of the SF1155, and to the Authorized Ordering Individual who placed the Call.
10. **PAYMENT:** Payment for invoices under \$2,500.00 will be made by credit card as described within the PWS. Payment for invoices over \$2,500.00 will be made monthly as described within the PWS, every 30 days, IAW the Prompt Payment Act upon receipt of an invoice to cover the services furnished each month during the term of this agreement.
11. **DELIVERY:** Deliveries under this BPA and for issued Calls shall be sent to the designated location identified at time of call placement.
12. **APPLICABILITY:** The terms and conditions of this Agreement shall be applicable to all BPA Calls issued citing this document.
13. **BINDING CONTRACT:** Upon issuance of a BPA Call by an authorized individual, a binding contract shall be established between the Contractor and the Contracting Activity/Government. All vendors are cautioned

that they are not to accept BPA Calls against the BPA from any individual that is not a Contracting Officer, Contract Specialist or, Purchasing Agent with the US Army Corps of Engineers, Portland District.

14. **NON-PAYMENT FOR PROPOSALS:** The Government shall not be liable for reimbursement of any Contractor proposal preparation costs for this Request for Quote (RFQ) or any Call request issued for a BPA Call proposal under this Agreement. The Government makes no promise to award a BPA Call. If funds do not become available, the Government will cancel the Call.
15. **BPA CALL ORDER PROCESS:** Call below the micro-purchase threshold (currently \$2,500.00 for services) will be made via Government Purchase Card (GPC). If Bidders receive a BPA award, they must be able to accept credit card payments for all calls placed under the BPA. Upon identification of a requirement within the scope of this BPA that exceeds the micro-purchase threshold, the Contracting Activity shall send a RFQ to each BPA Holder(s) in order to compete the requirement. The RFQ will identify all requirement-specific information needed, quantities of BPA services required and identification of the turnaround times per the BPA. The BPA Holder(s) shall respond to the RFQ. The quoted price may not exceed the established BPA pricing, but it may be lower. The basis for award will be included in each RFQ. Calls may be evaluated on price only or price and other factors in order to obtain the best value for the Government.
16. **CANCELLATIONS/TERMINATIONS:** This Agreement may be cancelled/terminated in its entirety at no cost by either party. The party desiring to cancel/terminate this Agreement shall serve to the other party a written notice of such intent at least thirty (30) calendar days prior to the effective date of the cancellation/termination. The parties agree that the cancellation shall have no effect on any Call not completed by the effective date of the cancellation/termination. The Contractor shall proceed diligently and complete such Calls under the terms and conditions of this Agreement.

BPA Master Dollar Limit: \$300,000
BPA Call Limit: \$25,000

Period of Performance: Five (5) years after BPA award