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BLANKET PURCHASE AGREEMENT (BOA) No. XXXXX

INTRODUCTION

This is a Blanket Purchase Agreement (hereinafter referred to as "Agreement" or "BPA") between AMES LABORATORY, (operated by Iowa State University), (hereinafter "Contractor" or "Laboratory") and _____ (hereinafter "Supplier"). This BPA is issued under Prime Contract No. DE-AC02-07CH11358 between the Contractor and the United States Department of Energy (hereinafter "DOE") for the management and operation of Ames Laboratory (hereinafter "DOE Facility"). The effective date of this BPA is _____.

PURPOSE

Supplier shall furnish all labor, material, equipment, and transportation necessary to provide Gas Cylinders & Liquid Nitrogen and Helium. This requirement will be in accordance with the attached Statement of Work under Appendix ___, if, and when requested by the Laboratory during the term listed in Article 5.

AGREEMENT

This BPA is a written instrument of understanding, negotiated between the parties that contains contract provisions and clauses applying to future BPA Calls (hereinafter referred to as "Orders") placed against the BPA. Any future Order(s) will incorporate by reference or attachment the required and applicable provisions and clauses agreed upon in this BPA as well as all terms in the Request for Proposals. This BPA is not a contract, and Ames Laboratory does not guarantee any Order(s) will be placed against this BPA during its term. The parties agree to perform their respective obligations under any and all Orders placed in accordance with the terms and conditions of the BPA and the Terms and Conditions (Appendix ____) and other documents attached or incorporated by reference, which together constitute the entire BPA and supersedes all prior discussions, negotiations, representations, and agreements.

SUPPLIER	AMES LABORATORY (Operated by Iowa State University)
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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SCHEDULE OF ARTICLES

1. SCOPE OF WORK

The Supplier shall provide all products, materials, supplies, management, tools, equipment, transportation and labor necessary for the delivery, F.O.B. destination, of certain products and/or services to the location stated in the Statement of Work (SOW) for "Gas Cylinder & Liquid Nitrogen/Helium" under Appendix A to this Agreement, as may be requested by the Laboratory from time to time in accordance with Article 4., below.

2. EXTENT OF OBLIGATION

The Laboratory is obligated only to the extent of authorized Orders actually placed against this BPA.

3. FIRM FIXED PRICES

The Supplier shall provide the products and/or services at the firm fixed prices listed in Appendix C. These prices are not subject to any adjustment by the Supplier, except pursuant to Article 9., below. However, in response to an Order(s), the Supplier may propose discounted prices but not higher prices than those listed herein.

4. ORDERS

The Laboratory will place Orders via e-mailed Purchase Orders, through Supplier's e-commerce portal and via refill and replenishment of existing cylinder inventory. Supplier will manage re-filling the bulk nitrogen tank as required.

Products and/or services may only be ordered by the authorized Laboratory Procurement Agent.

5. TERM

The base period of performance of this BPA is effective on October 1, 2026 and shall continue through September 30, 2027. Order(s) placed under this BPA may be issued, or amended, during this term. Any Order issued during the effective term of this BPA and not completed within that period shall be completed by the Supplier within the time specified in the Order(s) and the rights and obligations of the Supplier and Ames Laboratory respecting that Order shall be governed by the terms of the BPA as fully and to the same extent as if completed during the effective period of this BPA, provided that the Supplier shall not be required to accept any new Orders under this BPA after the effective term.

6. OPTION TO EXTEND THE TERM OF THE BPA

a. The Laboratory has the option to unilaterally exercise the option year(s) listed in the table below for the firm-fixed prices listed in Appendix C:

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Options			
Period	**Start Date**	**End Date**	**Preliminary Notice to Extend**
Option Year 1:	10/1/2027	9/30/2028	30 days before subcontract expires
Option Year 2:	10/1/2028	9/30/2029	30 days before subcontract expires
Option Year 3:	10/1/2029	9/30/2030	30 days before subcontract expires
Option Year 4:	10/1/2030	9/30/2031	30 days before subcontract expires

b. The Laboratory may extend the term of the BPA by written notice to the Supplier within fourteen (14) days before BPA expires provided that the Laboratory gives the Supplier a preliminary written notice of its intent to extend at least thirty (30) before the BPA expires. The preliminary notice does not commit the Laboratory to an extension.

c. If the Laboratory exercises this extension option, the extended BPA shall include this extension option clause.

d. The total duration of this BPA, including the exercise of any options under this Article, shall not exceed sixty (60) months.

7. INVOICES FOR PAYMENT

a. Payments. Payments shall be made pursuant to Clause 13(f) Payment per Ames Lab Commercial Terms and Conditions (March 2024). Additionally, invoices shall bear the following certification signed by a responsible official of the Supplier:

"The undersigned certifies that the information set forth herein is true and correct and may be used as a basis for payment for work."

b. Payment Terms. In furtherance of Clause 13(f) Payment per Ames Lab Commercial Terms and Conditions (March 2024), the payment terms for each Order is NET 30 days from receipt of an accurate invoice. Additionally, if Payment Discounts are offered under an Order, the Order will reflect such discount.

c. Commercial Discounts. The Supplier shall take and afford the Laboratory the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Procurement Agent finds that action is not in the best interest of the Laboratory.

d. Invoices. Invoices will be created separately for automatically replenished product and for supplemental product Orders. All invoices for supplemental Orders will include the BPA Release number supplied with the Order. Invoices for Purchase Orders other than the BPA shall contain the Purchase Order number provided at Order placement. Errors on invoices must be correct and resubmitted within 48 hours of notification of the error.

Invoices shall accompany all services under this agreement, and shall contain the following information:

(1) Name of Supplier (to include point of contact, physical address of company, telephone number);
(2) BPA Number;

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(3) Order Number;
(4) Date of purchase;
(5) Date of delivery or service completion;
(6) Itemized list of services furnished;
(7) Quantity, unit price and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information). Invoices shall not include taxes.

e. Invoice Submission. Invoices shall be submitted as follows:

Mailed:	Or	Emailed:
Ames Laboratory Accounts Payable 224 TASF Ames, IA 50011-3020		invoicebox@ameslab.gov

f. Payments shall be mailed to: PER INVOICE

g. Ames Laboratory will use its best efforts to process invoices for payment under Order(s) within 30 days of receipt; provided, however, that payments made more than 30 days after receipt of an invoice shall not be subject to penalty, interest, or late charges.

h. Final payment under each Order shall be made upon execution of the closeout modification by both parties hereto.

i. The Supplier is hereby notified that Ames Laboratory may withhold payment on invoices submitted for Order(s), if the Supplier has failed to comply with or is delinquent in the submission of the invoicing, reporting, deliverable or milestone requirements under the Order(s) until such time as the Supplier has complied or submitted such reporting, deliverable or milestone requirement under the Order(s).

8. ECONOMIC PRICE ADJUSTMENT – STANDARD SUPPLIES (FAR 52.216-2) (JAN 1997)

a. The Supplier warrants that the unit price stated in the Appendix ___ is not in excess of the Supplier's applicable established price in effect on the task order date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that-

(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
(2) Is the net price after applying any standard trade discounts offered by the Supplier.

b. The Supplier shall promptly notify the Procurement Agent of the amount and effective date of each decrease in any applicable established price. Each corresponding task order unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the

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decrease in the Supplier's established price, and the task order shall be modified accordingly.

c. If the Supplier's applicable established price is increased after the task order date, the corresponding task order unit price shall be increased, upon the Supplier's written request to the Procurement Agent, by the same percentage that the established price is increased, and the task order shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any task order unit price under this clause shall not exceed 8 percent of the original task order unit price.

(2) Justification for the proposed increase must be provided.

(3) The increased task order unit price shall be effective-

(i) On the effective date of the increase in the applicable established price if the Procurement Agent receives the Supplier's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Procurement Agent receives the request.

(4) The increased task order unit price shall not apply to quantities scheduled under the task order for delivery before the effective date of the increased task order unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Supplier, within the meaning of the Default clause.

(5) No modification increasing a task order unit price shall be executed under this paragraph (c) until the Procurement Agent verifies the increase in the applicable established price.

(6) Within 30 days after receipt of the Supplier's written request, the Procurement Agent may cancel, without liability to either party, any undelivered portion of the task order items affected by the requested increase.

d. During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Supplier shall continue deliveries according to the task order delivery schedule, and the Laboratory shall pay for such deliveries at the task order unit price, increased to the extent provided by paragraph (c) of this clause.

9. CONTRACTOR-FURNISHED AND SUPPLIER-ACQUIRED PROPERTY

Contractor-Furnished Government Property may be provided under any Order. If Property is provided under an Order, the Order will include additional requirements.

10. BPA ADMINISTRATION

A. Ames Laboratory's Procurement Agent for this Agreement is **[insert Laboratory's Procurement Agent name]**. The Procurement Agent is the only person authorized to make changes in the requirements of this Agreement or make modifications to the Statement of Work. The Supplier shall direct all notices and requests for approval required by this Agreement to the Procurement Agent at the following e-mail address: **[insert e-mail].**

B. Any notices and approvals required by this Agreement from the Ames Laboratory to the Supplier shall be issued by the Procurement Agent.

11. ORDER OF PRECEDENCE

Any inconsistencies in the documents comprising this BPA shall be resolved by giving precedence in the following order: (a) the SCHEDULE OF ARTICLES and this Agreement Signature Page; (b) the BPA Call Order, if any; (c) these Appendix A Terms and Conditions; (d) other referenced documents, exhibits, and attachments; and (e) any referenced specification or *Statement of Work.*

12. INCORPORATED DOCUMENTS

The following documents are hereby incorporated as Attachments to this Schedule of Articles of this Agreement:

A. Appendix _____ – Terms and Conditions, Form 48300.XXX, Rev 0, dated TBD.
B. Appendix _____ – Statement of Work dated TBD.
C. Appendix _____ – Pricing
D. Appendix _____ – Contractor Onsite Terms and Conditions Supplemental

13. TERMINATION

In furtherance of Clause 13(j) Termination for Cause per Ames Lab Commercial Terms and Conditions (March 2024), the Laboratory reserves the right to terminate the Order(s) placed against this BPA upon 30 days written notice if the Supplier commits any material breach of the Order(s) that remains uncured during such notice period. In the event of such termination, the Laboratory shall not be liable to the Supplier for any amount for products or services not accepted.

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