



Contract No. __-__-__

CONTRACT
Between
AMES LABORATORY
(Operated by Iowa State University)
and
CONTRACTOR

Ames Laboratory (called the "Laboratory") acting under Prime Contract No. DE-AC02-07CH11358, as amended, with the United States Government (called the "Government"), represented by the U. S. Department of Energy (called the "Department" or "DOE") desires **CONTRACTOR NAME** (called the "Contractor"), to perform the work set forth under Article I of this contract and the Contractor is willing to perform such services.

THEREFORE, the parties mutually agree as follows:

SCHEDULE

ARTICLE I - STATEMENT OF WORK

- A. Scope of Services. The Contractor shall furnish all necessary personnel, equipment, facilities, materials, and services (except as may be furnished by the Laboratory) to perform, in an efficient and expeditious manner, the work described in Appendix B, attached hereto and hereby made a part of this contract. In addition, the Contractor shall maintain such technical liaison with the Laboratory's Technical Representative, as may be designated by the Laboratory, as necessary to accomplish the foregoing work in a timely and effective manner.
- B. Additional Labor Dollars. In the event that additional labor dollars beyond the total labor dollars initially estimated and set forth, are necessary to complete the work set forth in this contract, the Contractor shall notify the Laboratory in writing and the parties shall negotiate an increase in the total labor hours, total labor dollars, estimate of total costs, or limit the work to be performed as may be necessary. Any agreement revising any of the aforementioned items shall be by bilateral written supplement to this contract. Notwithstanding the parties' bilateral agreement or the provisions of the "Payments" clause in Appendix A, amounts paid for labor dollars in excess of the total labor dollars initially specified in this contract shall be at loaded hourly rates, including profit, unless a change in the work is directed pursuant to the "Changes" clause in Appendix A.
- C. Authority to Obligate the Laboratory. The Contractor hereby recognizes that only an authorized Laboratory Procurement Official is authorized to obligate funds under this contract.

- D. Standards of Performance. The Contractor shall perform the work set forth in this contract by using its best efforts and know-how and its performance shall be accomplished in a workmanlike manner by qualified, careful and efficient personnel; also, the Contractor's work shall, at a minimum, accord with high professional standards.
- E. Deliverables. The Contractor shall prepare and submit to the Laboratory and/or distribute, as directed by the Laboratory, such reports and/or deliverables concerning technical aspects of said work, in such quantity and form (including detail), and at such times, as may be specified in this contract, or as may otherwise be specified by the Laboratory.
- F. Incidental Work. In addition to performing the work set forth in this contract and/or in paragraph E above, the Contractor shall perform the incidental contract activities provided for under other articles of this contract and, in connection with the close-out of this contract upon termination, expiration and/or completion of the work set forth in this contract, the Contractor shall complete the work described in paragraph E above plus said activities covered by other articles and, subject to the approval of the authorized Laboratory Procurement Official, shall perform such other close-out work as may be appropriate.
- G. Subcontracts. The Contractor shall, when directed by the Laboratory, and may, but only when authorized by the Laboratory, enter into subcontracts or consultant agreements for the performance of any part of the work set forth in this contract.

ARTICLE II - TERM

The work under this contract shall commence upon signature of this contract by both parties and shall continue through **DATE** unless this contract is extended by the Laboratory.

ARTICLE III - ESTIMATE OF TOTAL COSTS, OBLIGATION OF FUNDS, NOTICES, AND COST INFORMATION

- A. Total Estimate of Cost. The presently estimated cost of the work under this contract is \$ **AMOUNT**.
- B. Obligation of Funds. Pursuant to the "Limitation of Funds" clause in Appendix "A," the amount presently obligated by the Laboratory with respect to this contract is \$ **AMOUNT**. The period of performance for the estimated obligated amount is through **DATE**.
- C. Revisions in Funds Obligated. The amount presently obligated by the Laboratory with respect to this contract may be increased unilaterally by an authorized Laboratory Procurement Official by written notice to the Contractor and may be increased or

decreased by written agreement of the parties (whether or not by formal modification of this contract).

- D. Limitation of Obligation. Payments by the Laboratory under this contract on account of allowable costs described in the “Consideration and Allowable Costs” clause in Appendix “A” shall not in the aggregate at any time exceed the amount obligated with respect to this contract.
- E. Notices. The Contractor shall notify the authorized Laboratory Procurement Official in accordance with the notice requirements of the “Limitation of Funds” or “Limitation of Cost” clause in Appendix A, as applicable.
- F. Cost Information. The Contractor shall maintain current cost information adequate to reflect the cost of performing the work under this contract at all times while the work is in progress, and shall prepare and furnish to the Laboratory such written estimates of cost and information in support thereof as the Laboratory may request.
- G. Payment Terms. Net 30 Days. Payment shall be made upon the submission of acceptable invoices to Accounts Payable, 224 TASF, bearing the contract number. Invoices may be emailed to invoiceinbox@ameslab.gov. Invoices should be submitted for payment at least monthly as work is completed.

ARTICLE IV - KEY PERSONNEL

The key personnel referred to in Appendix "A" is/are: **NAME OF KEY PERSONNEL.**

ARTICLE V - DELIVERY

- A. All work to be performed under this contract shall be delivered to the Laboratory, F.O.B. Ames, Iowa, attention **NAME OF PERSONNEL**

ARTICLE VI - REPRESENTATIVES

- A. Contractor:

<u>Contractual</u>	<u>Technical</u>
NAME	NAME

B. Ames Lab:

- | | |
|-------------------------------------|---------------------|
| 1. <u>Contractual</u> ^{1/} | 2. <u>Technical</u> |
| NAME | NAME |

^{1/} The authorized Laboratory Procurement Official is the only person at the Laboratory who is authorized to change the Statement of Work or any part of this contract.

C. All letters and notices from the Contractor shall be submitted to the attention of the person listed in B.1. above. All replies from the Laboratory shall be from the Procurement Department.

D. Unless the Contractor is otherwise notified in writing, technical questions relating to the work may be discussed with the Laboratory's Technical Representative listed in B.2. above.

ARTICLE VII - APPLICABLE DOCUMENTATION

The following documents are attached hereto and hereby made a part of this contract.

Appendix "A," Ames Terms and Conditions for Labor-Hour and Time and Materials Contracts, dated October 2011.

Appendix "B," Statement of Work and Budget detail, dated ____.

Appendix "C," Work by Contractors at Ames Laboratory – Supplemental Conditions, dated February 2012.

IN WITNESS WHEREOF, the parties hereby execute this Contract No. ____-____-____

AMES LABORATORY
 (Operated by Iowa State University)

NAME OF CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____