

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. <b>0008</b>	3. EFFECTIVE DATE <b>13 Apr 2009</b>	4. REQUISITION/PURCHASE REQ. NO. <b>SP0600-08-R-0339</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER DESC-MK, BLDG 1621-K 1014 BILLY MITCHELL BLVD SAN ANTONIO, TX 78226-1859 Contracting Officer: Betty Hoge (210) 925-1178 Email: betty.hoge@dla.mil	CODE <b>SP0600</b>	7. ADMINISTERED BY (If other than Item 6) <b>SEE BLOCK 6</b>	CODE <b>SP0600</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)			(4)	9A. AMENDMENT OF SOLICITATION NO. <b>SP0600-08-R-0339</b>
			<b>X</b>	9B. DATED (SEE ITEM 11) <b>11 Dec 2008</b>
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ X ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by Fax or letter, provided each FAX or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER Specify type of modification and authority)			
E. IMPORTANT: Contractor is required to sign this document and return 1 copy to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
Continued on page 2 of 8				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			<b>BETTY J. HOGE</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		

A. The purpose of Amendment 0008 is to decrease the requirements in Solicitation SP0600-08-R-0339 for general maintenance and repair of trailers and HPCAs.

B. Paragraph 4 of the Statement of Objectives (Clause C900) describes minor repairs of trailers and HPCAs. We are removing the majority of these services. Our intent is for all trailers and HPCAs to arrive at the contractor's trans-fill location roadworthy and fully serviceable for filling. If during transit or during the filling process, the trailers or HPCAs sustain minor damage, the contractor will only be responsible for those minor repairs. As such, the Clause C900 STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS (AEROSPACE ENERGY) (DESC SEP 2008) is hereby deleted in its entirety and replaced with the revised Clause C900 as set forth below:

**C900 STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS (AEROSPACE ENERGY) (DESC SEP 2008)**

- 1. DESCRIPTION OF REQUIREMENTS: The Defense Energy Support Center (DESC), Defense Logistics Agency (DLA), as the Department of Defense (DoD) Integrated Materiel Manager (IMM) for Aerospace Energy products and related services, requires production and delivery of Gaseous Helium. The Contractor shall provide all production, raw materials, supplies, management, tools, equipment and labor necessary for the manufacture of Gaseous Helium for delivery in Government-owned containers. The Gaseous Helium will be used in aerostats and weather balloons supporting Operation Iraqi Freedom, Operation Enduring Freedom and other DoD programs. The Contractor shall provide product FOB Origin and transportation services to deliver product/containers to a designated location for airlift via U.S. military aircraft. The Contractor shall also be required to provide storage, minor repair, and maintenance of Government-owned Trailers and High Pressure Cylinder Assemblies (HPCAs).**
- 2. PRODUCT SPECIFICATION FOR GASEOUS HELIUM:**
  - a. Bulk Gaseous Helium offered under this contract shall conform to Type I, Grade A, of MIL-PRF-27407C, dated 29 Nov 2006.**
  - b. In addition to the reports required in other clauses of this contract, one copy of a certificate of analysis for each sample required by the specification shall be sent to DESC-QA/QT within three days after the analysis of that sample. The lab report shall be emailed to tech.prop@dla.mil, or faxed to the attention of DESC-Q at (210) 925-8048.**
- 3. FILLING, TRANSPORTATION AND STORAGE REQUIREMENTS:**
  - a. All deliveries of product and services shall be in accordance with delivery orders issued by the Contracting Officer (CO).**
  - b. Gaseous helium shall be delivered into Government-owned compressed gas tube bank trailers and high pressure cylinder assemblies (HPCA) (see attachment). Tube-bank trailers shall be filled to a maximum fill pressure of 2,400 psig, and HPCAs to a maximum fill pressure of 4,500 psig. Containers shall be filled within three days of**

receipt of a container unless a longer time is specified on the delivery order.

c. A Government representative shall inspect the unit at origin prior to acceptance by the Government under this contract. The Contractor shall notify the assigned Quality Assurance Representative in sufficient time to permit inspection by the Government.

d. The Contractor shall provide transportation services for tube bank trailers and HPCAs as well as miscellaneous cargo crates (containing Government property.)

e. **Trailer and HPCA Storage:** Contractor shall store a maximum of 12 tube bank trailers and 18 HPCAs. Storage area requirement at the contractors facility for each trailer is length 34.5 ft. x width 8 ft X height 8 ft, and for each HPCA is length 5.2 ft x width 4.6 ft X height 6 ft. All stored equipment shall be filled and ready for shipment. As the Contractor will be required to store Government-owned tube trailers and HPCAs containing DLA-owned product on site, the facility shall be considered a Defense Fuel Support Point (DFSP) and, as such, the Contractor shall comply with the requirements of Clause I116.100 RESPONSIBILITY FOR GOVERNMENT-OWNED HELIUM (DESC MAR 2008).

f. **Trailer and HPCA shipment:** The Contractor must be able to transport at least two (2) Government-owned tube bank trailers and/or up to eighteen (18) HPCAs to the designated location in accordance with the delivery order issued by the CO.

g. Prior to shipment of full trailers or HPCAs, the Contractor shall inspect equipment for leaks, repair any leaks, and coordinate the delivery of the full trailers or HPCAs with the designated forward location point of contact (POC). Upon arrival at the forward location, the driver may be required to use their tractor to load or off-load the trailers from U.S. military aircraft.

h. The contractor shall provide a minimum of 30 ft x 30 ft covered storage area for the shoring and other Government property. Monthly inventories shall be electronically provided on a Microsoft Excel spreadsheet to DESC-MIP for the following: complete shoring kits, kit components, and other Government property.

#### **4. OTHER SERVICES:**

a. **Minor Repairs:** The Government's intent is that when a trailer arrives at the trans-fill point the trailer shall be roadworthy and fully serviceable for filling. However during transit by the Government, supplier or during the fill process, there is a possibility that the trailer may sustain minor damage requiring repair. It shall be the contractor's responsibility to obtain necessary repair parts and accomplish the repairs. The Contractor shall submit to the CO, via facsimile or email, an itemized list of parts and repairs and their associated cost. Contractor shall not begin the repairs until a written authorization (delivery order) is received from the CO.

1) The Government reserves the right to authorize a Government representative to inspect the Trailer or HPCA relative to the repair the Contractor identifies prior to approval by the CO. The CO will advise the Contractor of approved repairs.

2) All removed parts and/or hardware shall be retained until offered to the Government for inspection. The Government will make the determination of which removed components will be sent for Government reutilization or disposal through the Defense Reutilization and Marketing Service (DRMS). The Contractor shall be required to dispose of removed parts that are determined by the Government to be scrap and not worthy of shipment to DRMS. The cost of tire and scrap disposal shall be included in the service cost.

3) Depending upon the services to be performed on the trailer or HPCA, the required completion date will be stated on each delivery order as proposed and awarded under the basic contract(s).

b. Decontamination: In the event a Trailer or HPCA is returned for filling and contamination is suspected due to exposure to the atmosphere (e.g., valves open or no pressure in the cylinders/tubes), the Contractor shall decontaminate the container utilizing procedures necessary to ensure the product in the container after filling will meet specification requirements. Prior to performing this service, the Contractor shall notify the CO of the reasons contamination is suspected and may only proceed with the approval of the CO.

5. **GOVERNMENT PROPERTY:** The Contractor shall establish and maintain a property control system in accordance with FAR Subpart 45.5, as incorporated in the Clause entitled GOVERNMENT PROPERTY. The property control system shall include a complete, current and auditable record of all tube bank Trailer or HPCA maintenance performed at the Contractor's facility. The Contractor shall also maintain monthly inventory reports of all Government owned equipment in the Contractor's possession. These maintenance records and monthly inventory reports shall be made accessible to authorized Government personnel upon request.
6. **CONTRACTOR POST AWARD RESPONSIBILITIES:** The Contractor shall advise the CO of the following: List of personnel available on a 24-hour a day basis regarding shipments. The list shall include full name, office telephone number, home telephone number, direct distance dialing number, Fax number, and E-mail (if available) and be kept updated with changes.
7. **Applicable Documents:** The following documents are in effect on date of request for proposal and form a part of the requirements to the extent specified herein:
- a) United States Department of Transportation (DOT), Title 49, Code of Federal Regulations (49 CFR) Parts 100- 199.
  - b) American Society of Mechanical Engineers (ASME) Code for Pressure Piping, B31.

c) Compressed Gas Association, (CGA) Publication C 6, Standards for Visual Inspection of Compressed Gas Cylinders.

d) American Society for Testing Materials (ASTM-D-1193), Standard Specification for Reagent Water.

e) MIL PRF 27407C, Propellant Pressurizing Agent, Helium dated, 29-Nov-2006

f) MIL-PRF-27401F, Propellant Pressurizing Agent, Nitrogen dated, - 10 Jan 2008.

g) PURCHASE DESCRIPTION: High Pressure Cylinder Assembly, Helium. 1 Nov 07

h) PURCHASE DESCRIPTION: Manifold for High Pressure Cylinder Assembly, Helium 30 Oct 2007

i) Department of Transportation-Special Permit DOT-SP 9421 (Attachment) for the specifications of a DOT 3AA cylinder with a 4500 psig working pressure and DOT-SP 12022 (Attachment) for HPCA DOT-3AA cylinder recertification requirements for other than hydrostatic recertification testing.

j) Technical Order for 38 cylinder trailer T.O. 36A9-12-3-14 or T.O. 36A9-12-2-4

k) Technical manual for compressed gas semi-trailers type MH-1 and A-17 Compressed Gas Cylinder, Semi-Trailer Type MH-1 and Semi-Trailer, Compressed Gas Cylinder USAF Models AF/M32A-17.

l) A weekly report inventory of trailers-HPCAs (Attachment) shall be developed and E-mailed to the CO and [cylinder.return@dla.mil](mailto:cylinder.return@dla.mil);

B. Due to the above changes in maintenance requirements, the following two clauses are changed with regard to proposal format and content and proposal evaluation criteria:

**(1) Paragraph (b) (1)(i)(D) of Clause L2.35 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY) (DESC OCT 2008) is changed to read as follows:**

**[ X ] (D) If the contract requires maintenance and repair of Government-owned equipment, such as repairs to cylinders or tube bank trailers; describe how such services will be performed to meet solicitation requirements. NOTE: Narrative shall describe offeror's technical capability to perform minor repairs required in Clause C900, paragraph 4) as amended in Amendment 0008.**

**(2) Paragraph (b)(5) of Clause M2.14 EVALUATION – COMMERCIAL IEMS (AEROSPACE ENERGY)(DESC OCT 2008) is changed to read as follows:**

**[X] (1) Acceptability of narrative describing how the offeror proposes to meet the requirements of Clause I116.05 RESPONSIBILITY FOR GOVERNMENT-OWNED AEROSPACE ENERGY PRODUCTS (DESC MAR 2008). DEFENSE FUEL SUPPORT POINT (DFSP)**

**[X] (2) Acceptability of narrative describing the offeror's capability to transport Government-owned tube trailers, HPCAs,**

**shoring material, and other miscellaneous cargo crates to and from the designated U.S. Military Aerial Port.**

**[X] (3) Acceptability of narrative describing the offeror's secondary fill point and any written supply commitments if the offeror is not the producer of the product (as an alternate source) to be delivered in the event of a catastrophic failure at the primary fill point.**

**[X] (4) Acceptability of narrative describing the offeror's capability to provide minor repair services to comply with Paragraph (4) of Clause C900 STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS (AEROSPACE ENERGY) (DESC SEP 2008) as amended by Amendment 0008.**

C. As a result of the above, the Schedule of Supplies/Services is changed.

CLIN 0004 is now a CLIN for miscellaneous services (minor repairs) for Trailers/HPCAs.  
CLIN 0005 is deleted. CLIN 0006 is deleted.

The original Schedule of Supplies/Services is hereby deleted in its entirety and replaced with the revised Schedule of Supplies/Services on Pages 7 and 8 of this Amendment 0008.

D. The due date for submission of initial proposals is hereby extended to 21 April 2009 at 10:00 AM CDST.

E. Offerors who submitted proposals on March 30, 2009 are not required to submit an entire new proposal. They are, however, required to acknowledge Amendment 0008 by completing blocks 15A, 15B, and 15C and returning it by 21 April 2009 at 10:00 AM CDST.

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	<u>PRODUCT:</u> <b>BULK GASEOUS HELIUM</b> IAW MIL-PRF-27407C Dated 29 Nov 2006 NSN: 9135-01-525-1620				
		<u>*BEQ</u>			
0001AA	CONTRACT PERIOD 1 01 Sep 2009 Through 30 Sep 2009	20,000	Nm3	_____	_____
0001AB	CONTRACT PERIOD 2 01 Oct 2009 Through 30 Sep 2010	240,000	Nm3	_____	_____
0001AC	CONTRACT PERIOD 3 01 Oct 2010 Through 30 Sep 2011	240,000	Nm3	_____	_____
0001AD	CONTRACT PERIOD 4 01 Oct 2011 Through 30 Sep 2012	240,000	Nm3	_____	_____
0001AE	CONTRACT PERIOD 5 01 Oct 2012 Through 30 Sep 2013	240,000	Nm3	_____	_____
	*BEQ = Best Estimated Quantity <b>FOB: ORIGIN</b>				

0002	<u>NON RECURRING SERVICE:</u> <b>TRANSPORTATION OF TUBE TRAILERS</b> one-way to or from the nearest <u>U.S. Military Aerial Port</u> IAW Clause C900, Paragraph 3				
		<u>*BEQ</u>			
0002AA	CONTRACT PERIOD 1 01 Sep 2009 Through 30 Sep 2009	20	TRIPS	_____	_____
0002AB	CONTRACT PERIOD 2 01 Oct 2009 Through 30 Sep 2010	240	TRIPS	_____	_____
0002AC	CONTRACT PERIOD 3 01 Oct 2010 Through 30 Sep 2011	240	TRIPS	_____	_____
0002AD	CONTRACT PERIOD 4 01 Oct 2011 Through 30 Sep 2012	240	TRIPS	_____	_____
0002AE	CONTRACT PERIOD 5 01 Oct 2012 Through 30 Sep 2013	240	TRIPS	_____	_____
	*BEQ = Best Estimated Quantity				

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003	<u>NON RECURRING SERVICE:</u> <b>TRANSPORTATION OF HPCAs OR MISCELLANEOUS CARGO</b> (crates or pallets of shoring) one way to or from the nearest <u>U.S. Military Aerial Port</u> IAW Clause C900, Paragraph 3				
		<u>*BEQ</u>			
0003AA	CONTRACT PERIOD 1 01 Sep 2009 Through 30 Sep 2009	6	TRIPS	_____	_____
0003AB	CONTRACT PERIOD 2 01 Oct 2009 Through 30 Sep 2010	56	TRIPS	_____	_____
0003AC	CONTRACT PERIOD 3 01 Oct 2010 Through 30 Sep 2011	56	TRIPS	_____	_____
0003AD	CONTRACT PERIOD 4 01 Oct 2011 Through 30 Sep 2012	56	TRIPS	_____	_____
0003AE	CONTRACT PERIOD 5 01 Oct 2012 Through 30 Sep 2013	56	TRIPS	_____	_____
	*BEQ = Best Estimated Quantity				
0004	<u>NON RECURRING SERVICE:</u> Miscellaneous Services for Trailers/HPCAs not otherwise covered in this contract IAW Clause C900, Paragraph 4.b. **To Be Negotiated	TBN**			