

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 82	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1012100	
		10B. DATED (SEE ITEM 13) 08/09/1994	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  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 9 and 15, and returning \_\_\_\_\_ copies 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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)

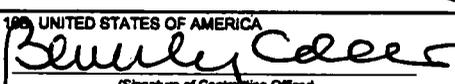
**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to correct the reimbursement rates and values shown in Modification 80, which failed to update values and thus the reimbursement rates. The Tables B-4-I.1 and B-4-I.2 are corrected to current values for the period 12/01/08 through 11/30/09.

Replacement pages 13.3 and 13.4 are attached and should be replaced in the contract.

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) Beverly C. Davis
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
15D. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 02/18/2009

**TABLE B-4.I.1 - Values for Determining Reimbursements**

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	5.5463	0.4783	0.8342
12/01/97-11/30/98	5.4849	0.4730	0.8250
12/01/98-11/30/99	5.1740	0.4462	0.7782
12/01/99-11/30/00	5.1618	0.4451	0.7764

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	1.8125	0.4887	0.8342
12/01/00-11/30/01	2.3000	0.6202	1.0586
12/01/01-11/30/02	2.8021	0.7555	1.2897
12/01/02-11/30/03	2.2874	0.6167	1.0528
12/01/03-11/30/04	2.8964	0.7809	1.3331
12/01/04-11/30/05	3.0541	0.8235	1.4056
12/01/05-11/30/06	3.4800	0.9383	1.6017
12/01/06-11/30/07	3.8498	1.0380	1.7718
12/01/07-11/30/08	3.5942	.9691	1.6542
12/01/08-11/30/09	4.4461	1.1988	2.0463
12/01/09-11/30/10	TBD**	TBD**	TBD**

\* The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

\*\* To be determined pursuant to Article B-4.I.3.(c).

**TABLE B-4.I.2. - Reimbursement Rate**

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/97 - 11/30/98	(0.0279)	(0.0004)	0.2771
12/01/98 - 11/30/99	(0.1695)	(0.0027)	0.2574
12/01/99 - 11/30/00	(0.1751)	(0.0028)	0.2566

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/00 – 11/30/01	0.0797	(0.0098)	0.3382
12/01/01 – 11/30/02	0.1243	(0.0162)	0.4131
12/01/02 – 11/30/03	0.1171	0.0022	0.3495
12/01/03 – 11/30/04	0.1290	(0.0186)	0.4259
12/01/04 – 11/30/05	0.1617	(0.0147)	0.4557
12/01/05 – 11/30/06	.1333	(0.0407)	0.4967
12/01/06 – 11/30/07	0.0073	(0.0946)	0.4975
12/01/07 – 11/30/08	0.2016	(0.0241)	0.5335
12/01/08 – 11/30/09	0.3512	(.0120)	.6858

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair’s obligation to NASA under the dual source arrangement as follows:

<u>Contract Year</u>	<u>Reimbursement Cap</u>
12/01/00 – 11/30/01	\$230,440.00
12/01/01 – 11/30/02	\$237,353.20
12/01/02 – 11/30/03	\$244,236.44
12/01/03 – 11/30/04	\$250,830.83
12/01/04 – 11/30/05	\$257,352.43
12/01/05 – 11/30/06	\$264,558.30
12/01/06 – 11/30/07	\$271,965.93
12/01/07 – 11/30/08	\$279,580.97
12/01/08 – 11/30/09	\$287,409.24
12/01/09 – 11/30/10	\$295,456.70

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor’s liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor’s liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

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<b>6. ISSUED BY</b> NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	<b>CODE</b> KSC	<b>7. ADMINISTERED BY (if other than Item 6)</b> NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	<b>CODE</b> KSC
<b>8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b> PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109		<b>9A. AMENDMENT OF SOLICITATION NO.</b> (x)	<b>9B. DATED (SEE ITEM 11)</b>
<b>CODE</b>	<b>FACILITY CODE</b>	<b>X 10A. MODIFICATION OF CONTRACT/ORDER NO.</b> NAS1012100	<b>10B. DATED (SEE ITEM 13)</b> 08/09/1994

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**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

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	<b>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).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
	<b>D. OTHER (Specify type of modification and authority)</b>
<b>X</b>	<b>Mutual Agreement of the Parties</b>

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to add authorized Delivery Points and Points of contact to Article F-1, and authorized Contractor Plant Sources to Article F-3 of the contract.

Please remove the existing pages 27 and 28 of the contract, replacing with the attached pages 27 and 28 provided herein.

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.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Doreen Heal Manager Government & Aerospace Programs <i>Doreen Heal</i> (Signature of person authorized to sign) 2/20/09	<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Beverly C. Davis <i>Beverly C. Davis</i> (Signature of Contracting Officer) 2/26/09	<b>18C. DATE SIGNED</b>
<b>18B. UNITED STATES OF AMERICA</b>		

**SECTION F  
DELIVERIES OR PERFORMANCE**

**ARTICLE F-1 DELIVERY POINTS**

Delivery instructions and locations will be set forth in individual delivery orders. The anticipated delivery points and normal receiving hours for tankers are as follows:

Specified Destinations  
Stennis Space Center (SSC)<sup>3</sup>  
Bay St. Louis, MS

Normal Receiving Hours (Local Time)<sup>1,2</sup>  
7 a.m. – 10:00 p.m.

NOTE 1: In scheduling round-trip time, Contractor should allow approximately one hour for check-in procedures at delivery points.

NOTE 2: As authorized and scheduled by the Contracting Officer, or his designated representative, the Government will accept product on a 24-hour per day basis.

NOTE 3: To facilitate initial deliveries to SSC via tanker by the other dual source, the Contractor will provide six interface adapters to the dual source for use in unloading LH<sub>2</sub> transfer facility.

**POINTS OF CONTACT:**

Requirements Point of Contact (RPC)	Contracting Point of Contact (CPC)	Finance Point of Contact (FPC)
Gloria Jordan Jacobs Sverdrup Engineering Building 8301 SSC, MS 39529 (228) 688-2250	Beth Bradley NASA/BA31 Building 1100 SSC, MS 39529 (228) 688-3784	Michele Logan NASA/BA22 Building 1100 SSC, MS 39529 (228) 688-2608
Miquel Maes WSTF-RF Building WS-201 WSTF, NM 88004 (575) 524-5677	Jesse Brennan WSTF/RE Building WS-100 WSTF, NM 88004 (575)524-5727	TBD WSTF- Building WSTF, NM 88004 (575) 524-
Hugh McLaughlin GRC-21-0 GRC, OH 44135 216-433-3080	Bradley Baker GRC 500-513 GRC, OH 44135 216-433-2800	Michael Doherty GRC-77-5 GRC, OH 44135 216-433-6641

**ARTICLE F-2 ORDERING PROCEDURES**

A. To the maximum extent possible, the Contracting Officer or authorized Contracting Point of Contact (CPC) will issue written delivery orders (DOs) prior to the first day of the month, quarter, or other mutually acceptable period of time to cover the delivery point's projected requirement not-to-exceed one year. The DOs will be issued in writing on a Standard Form 1449, Optional Form 347, or equivalent, and will include:

1. Estimated quantity of product to be delivered during the effective period of the order. The Contractor shall not deliver more than this quantity without the prior approval of the Contracting Officer or the respective CPC.
2. Contract Number and Delivery Order Number.
3. Period in which deliveries shall be made pursuant to such orders.

4. Receiving destination(s).
  5. Necessary shipping instructions, including "Mark For" data.
  6. The Delivery Order value and the total funds available (Articles G-2 and G-3).
- B. Amendments to delivery orders will be issued in writing on a Standard Form 30, Optional Form 347, or equivalent, in the same manner as original orders with an alpha suffix added. In emergencies or special situations, the Contracting Officer or CPC may issue orders orally or by facsimile. The Contracting Officer or CPC will promptly execute a written DO or amendment to confirm all oral or facsimile orders.
  - C. The CPC will send two (2) copies of all Delivery Orders and amendments to:  
 NASA/KSC  
 Mail Code: TA-E3  
 Kennedy Space Center, FL 32899
  - D. A Request for Shipment (RFS) for Liquid Hydrogen supplies against the written DOs will be issued by the Requirements Point of Contact (RPC) at the delivery point(s) specified in Article F-1. All such RFSs from the RPCs are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control. When the RPC makes a RFS against a DO issued as specified in A., above, the Contractor agrees to initiate the shipment of product as promptly as is necessary to ensure that the specified product can be delivered to the destination by the time and/or date required. Normal receiving hours for the delivery point(s) are specified in Article F-1. However, when required by any order placed under this contract, the Contractor agrees to deliver product seven days a week, 24 hours a day, including all holidays.
  - E. A Request for Shipment against the written DOs will be placed by the RPC no later than Thursday of each week preceding the week the delivery is to be made. Verbal RFSs will be confirmed in writing as promptly as possible. Under unusual circumstances, all orders shall be accepted with a minimum of 48 hours notice.
  - F. The Contractor shall bill the receiving destination as specified on the DO. The Finance Point of Contact (FPC) will coordinate all funding and payment issues and provide two (2) copies of certified invoices to the address in section C above.
  - G. In the event of a conflict, the Contractor shall try to resolve all issues with the receiving destination's CPC first. If the parties are unable to reach a mutually acceptable solution, the Contracting Officer will evaluate the issues presented by the parties and render a final decision.
  - H. The NASA Liquid Hydrogen Manager at Kennedy Space Center retains all Management responsibilities for this contract and will establish priority scheduling if conflicts occur.
  - I. Any unauthorized over-shipment of the total quantity on order will be solely at the Contractor's risk and the Government shall not be obligated to pay for such unauthorized over-shipments.

#### **ARTICLE F-3 PLANT SOURCE**

The LH2 to be delivered under this contract will normally be shipped from the Contractor's production plant located at the following addresses:

Praxair, Inc. Industrial Road McIntosh, AL 36553	or	Praxair, Inc 5735 E. Airport Drive Ontario, CA 91761	or	Praxair, Inc 4501 Royal Ave Niagara, NY 14303
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 84	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (if other than item 6) NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (na, street, county, state and ZIP Code) PRAKAIR INC Attn: WOME SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1012100 10B. DATED (SEE ITEM 13) 08/09/1994	
FACILITY CODE			

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Mutual Agreement of the Parties

9. REPORTANT: Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by LCP section headings, including solicitation/contract subject matter where feasible)  
This modification is issued to make the following changes, updates and/or corrections to the contract:

1. Contract Article B-1 Scope of Work, change the applicable MILSPEC to MIL-PRF-27201D, Propellant, Hydrogen, Type II, dated February 7, 2007. Change the location of the specification is incorporated to: <http://assist.daps.dla.mil/online/start/>. Delete the address provided for obtaining a copy of the spec.

-A new contract page 6 is attached and should be inserted into the contract, which incorporates this change.

Continued ...  
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF CONTRACTING OFFICER (na or pdst) Doreen Heal Manager Government & Aerospace Programs	15B. NAME AND TITLE OF CONTRACTING OFFICER (T) (na or pdst) Beverly C. Davis
15C. CONTRACTING OFFICER 	15D. DATED STATES OF AMERICA 2/26/09
15E. DATE SIGNED 3/4/09	15F. DATE SIGNED 

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NAS1012100/84

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 PRAXAIR INC

ITEM NO. (A)	SUPPLIER/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Attachment J-1 Statement of Work for Liquid Hydrogen, change the applicable MILSPEC to MIL-PRF-27201D, Propellant, Hydrogen, Type II, dated February 7, 2007. Make this change applicable throughout contract (Article E-4 Quality Verification and Analysis, paragraph "D", paragraph "E", Article E-6 para 2B2, and elsewhere).</p> <p>-A new contract page 53 for Attachment J-1 is attached and should be inserted into the contract.</p> <p>3. Change references throughout contract to technical point of contact mail code, change from TA-D2-B, to TA-E3. (Article F-2 Ordering Procedures, paragraph "F", Article G-5 Payment, paragraph "G.1", and elsewhere)</p> <p>-This change was noted in Mod 83 along with the POC changes therein.</p>				

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES**

**ARTICLE B-1                      SCOPE OF WORK**

The Contractor shall manufacture in accordance with Attachment J-1, Statement of Work for Liquid Hydrogen, and deliver Liquid Hydrogen (LH<sub>2</sub>) meeting Military Specification MIL-PRF-27201D, Type II, "Propellant, Hydrogen," dated February 07, 2000, to NASA's Stennis Space Center (SSC), Bay St. Louis, MS, and to other destinations as may be designated by the Contracting Officer pursuant to Article B-4.D.2. This Specification is incorporated by reference and a copy is available at the website: <http://assist.daps.dla.mil/online/start/>.

The Government requirement for LH<sub>2</sub> as reflected in Article B-3 is primarily in support of manned spaceflight and developmental engine testing which require a highly reliable source of fuel to preclude unnecessary and costly delays to the affected programs. Reliability and safety precautions are required to ensure that production and distribution are not disrupted.

This is a Fixed-Price Dual Source Requirements contract with an economic price adjustment feature.

**ARTICLE B-2                      PERIOD OF PERFORMANCE**

The contract period of performance for vendor preparation to provide LH<sub>2</sub> will commence at contract award, and continue through November 30, 1995.

The contract period of performance for providing LH<sub>2</sub> and related delivery services ordered against this contract will commence December 1, 1995 and continue through November 30, 2010.

**ATTACHMENT J-1****STATEMENT OF WORK FOR LIQUID HYDROGEN****1.0 INTRODUCTION**

The purpose of this Statement of Work (SOW) is to define LH<sub>2</sub> production and delivery requirements to users.

The Contractor shall provide LH<sub>2</sub> to NASA's Stennis Space Center and to unforecasted destinations in the continental United States as may be designated from time to time by the Contracting Officer. The Contractor shall be responsible for producing and delivering specification product in accordance with the delivery orders.

**2.0 PRODUCT REQUIREMENTS**

The Contractor shall produce and deliver LH<sub>2</sub> in compliance with MIL-PRF-27201D, Type II, "Propellant, Hydrogen," dated February 07, 2000. This specification is incorporated by reference. See Article B-1 for information on how to obtain a copy of this document. Any impurity not listed in MIL-PRF-27201D, Table I, Limits for Hydrogen, will render the product unacceptable.

**3.0 PRODUCTION REQUIREMENTS**

The construction of hydrogen production or liquefaction facilities on Government property is not permitted.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 85	3. EFFECTIVE DATE 03/04/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
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			10B. DATED (SEE ITEM 13) 08/09/1994

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  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 \_\_\_\_\_ copies 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	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.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

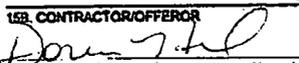
**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to make minor changes to Article E-2 Inspection and Acceptance, with regards to the signature for DD250.

-a new page 21 is enclosed and should be inserted into the contract.

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) Doreen Heal Manager Government & Aerospace Programs	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly C. Davis
15C. DATE SIGNED 3/4/09	15D. UNITED STATES OF AMERICA Beverly C. Davis (Signature of Contracting Officer)
15E. CONTRACTOR/OFFICER  (Signature of person authorized to sign)	15F. DATE SIGNED 3/4/09

NSN 7540-01-152-6070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 63.243

SECTION E

INSPECTION AND ACCEPTANCE

**ARTICLE E-1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

The following listed clause pertinent to this section is hereby incorporated by reference:

52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (JUL. 1985)

**ARTICLE E-2 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of LH2 deliveries under this contract shall be documented on the DD Form 250, which shall be prepared and distributed in accordance with the NASA FAR Supplement (NFS) 18-46.672-1.

Government inspection, quality assurance, and acceptance activities will be in accordance with NHB 5300.4(1C), "Inspection System Provisions for Aeronautical and Space System Materials, Parts, Components, and Services," dated July 1971.

The Contractor is hereby authorized to ship product by utilizing Certificate of Conformance. Under this procedure the Contractor assumes the responsibility of the shipment of all supplies inspected at its facilities, therefore eliminating routine signing or stamping of documents accompanying each shipment by a Government Representative. The Contractor shall type or stamp and sign the following statement on the required shipping document:

"I certify that on ...[insert date], the... [insert Contractor's name] furnished the supplies or services called for by Contract No.... via... [carrier] on (identify the bill of lading or shipping document) in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

The Contractor's quality assurance representative shall sign and date this Certificate.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 86	3. EFFECTIVE DATE 10/07/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1012100	
		10B. DATED (SEE ITEM 13) 08/09/1994	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  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 \_\_\_\_\_ copies 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.219-9 Small, Disadvantaged and Women Owned Business

8. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this supplemental agreement is to incorporate into the contract, the contractor's Commercial Company-Wide Subcontracting Plan for Small Business and Small Disadvantaged Business Business Concerns for the period 01 Oct 2009 to 30 Sep 2010.

2. Delete pages 102 through 108 in their entirety, replacing with the attached Subcontracting Plan pages number 102-108.

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) Matthew J. White VP Controller & SBLO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beverly C. Davis
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/9/09
15D. UNITED STATES OF AMERICA	15E. DATE SIGNED  (Signature of Contracting Officer) 10/9/09

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



39 Old Ridgebury Road  
Danbury, Connecticut 06810-5113

**Commercial Company-Wide Subcontracting Plan**

**For**

**Small Business, Veteran-Owned Small Business,  
Service-Disabled Veteran-Owned Small Business,  
Historically Underutilized Business Zone Small Business,  
Small Disadvantaged Business, and Women-Owned  
Small Business Concerns**

**Effective Period of Commercial Plan**

**From: October 1, 2009 to: September 30, 2010**

**Contractor:** Praxair, Inc.  
**Address:** 39 Old Ridgebury Road  
Danbury, Connecticut 06810-5113  
**Telephone:** 203-837-2488  
**Fax:** 203-837-2555  
**Small Business  
Liaison Officer:** Matthew J. White  
**E-mail:** Matt\_white@praxair.com  
**Type of Product:** Atmospheric and other industrial and specialty gas  
products, metallic and ceramic coatings and powders  
and related technologies, services, processes and  
equipment.

The following, together with any attachments, is hereby submitted as a commercial subcontracting plan to satisfy the requirements of Public Law 95-507 and in accordance with FAR Clause 52.219-9 in Praxair, Inc. solicitations.

1. Percentage Goals (expressed in terms of percentages of total estimated planned subcontracting dollars)

Total Estimated Planned Subcontracting Dollars	\$1,300,000,000
a) Percentage of subcontract dollars to be subcontracted to Small Business (SB) concerns	17.00%
b) Percentage of subcontract dollars to be subcontracted to Veteran-Owned Small Business concerns (VOSB)	0.75%
c) Percentage of subcontracting dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns	0.025%
d) Percentage of subcontract dollars to be subcontracted to Historically Underutilized Business Zone Small Business (HUBZone) concerns	0.05%
e) Percentage of subcontract dollars to be subcontracted to Small Disadvantaged Business (SDB) concerns	0.0462%
f) Percentage of subcontract dollars to be subcontracted to Women-Owned Small Business (WOSB) concerns	1.35%

2. Total estimated dollars planned to be subcontracted are \$1,300,000,000 and total estimated dollars planned to be subcontracted to:

a) Small business concerns are	\$ 221,000,000
b) Veteran-owned small business concerns are	\$ 9,750,000
c) Service-Disabled Veteran-owned small business concerns are	\$ 325,000
d) HUBZone small business concerns are	\$ 650,000
e) Small disadvantaged business concerns are	\$ 600,080
f) Women-owned small business concerns are	\$ 17,550,000

3. The principal products and services that Praxair, Inc. anticipates to subcontract are contained in category groupings listed in the chart below. These groupings represent approximately 500 commodity codes. The identification of the type of business concern planned for each category grouping is provided in the chart below. Those to be subcontracted to small business concerns are listed under (i), those to be subcontracted to veteran-owned small business concerns are listed under (ii), those to be subcontracted to service-disabled veteran-owned small business concerns are listed under (iii), those to be subcontracted to HUBZone business concerns are listed under (iv), those to be subcontracted to small disadvantaged business concerns are listed under (v), those to be subcontracted to women-owned small business concerns are listed under (vi) respectively in the chart below.

	(i) Small Business	(ii) Veteran-Owned Small Business	(iii) Service-Disabled Veteran-Owned Small Business	(iv) HUBZone Small Business	(v) Small Disadvantaged Business	(vi) Women-Owned Small Business
Raw Materials	x	x	x	x	x	x
Auxiliary Equipment	x	x	x	x	x	x
Fabrication	x	x	x	x	x	x
General Office and Administration Supplies	x	x	x	x	x	x
Contract Services	x	x	x	x	x	x
Repair and Operating Supplies	x	x	x	x	x	x
Computer, Communication & Electrical Equipment	x	x	x	x	x	x

4. The method used to develop the above subcontracting goals is as follows:

At the end of each year, each purchasing director is contacted to evaluate actual performance versus goal. The evaluation seeks to address deficiencies, if any, and how to improve performance. Thereafter, the goals for the succeeding year are formulated and communicated to the corporate small business liaison officer who coordinates the establishment of goals by Praxair, Inc. for the coming year.

5. The method used to identify potential sources for solicitation purposes is as follows:

Praxair, Inc. continually seeks new sources of supply for raw materials, components, supplies and services from small business, veteran-owned small business, service-disabled veteran-owned small business, historically underutilized business zone small business, small disadvantaged business, and women-owned small business concerns able to provide quality products and services in a timely fashion.

- a) These goals, which Praxair, Inc. will make good faith efforts to meet, are expressed in terms of percentages of the total planned U.S. domestic subcontracting dollars for commercial business including governmental business. Praxair, Inc. has included the materials, components, supplies and services needed to support its U.S. operations for the period October 1, 2009 through September 30, 2010. However, certain items like utilities, taxes, financial services, employee benefits, legal services, logistic services, and industrial gases are not included in the planned subcontracting dollars.

<u>Types of Small Business Concerns</u>	<u>Total Estimated Planned Percentage</u>	<u>Total Estimated Planned Subcontracting Dollars</u>
(1) Small Business (SB)	17.00%	\$ 221,000,000
(2) Veteran Owned Small Business	0.750%	\$ 9,750,000
(3) Service-Disabled Veteran-Owned Small Business	0.025%	\$ 325,000
(4) HUBZone Small Business	0.050%	\$ 650,000
(5) Small Disadvantaged Business	0.0462%	\$ 600,080
(6) Women-Owned Small Business	1.35%	\$ 17,550,000

b) The development of goals and the identification of the types of small business concerns to be considered are based on implementing the following as appropriate:

- (1) Using DOD's Central Contractor Registration (CCR) for verifying HUBZone and Small Disadvantaged Business sources;
- (2) Attending regional minority purchasing council supplier information services;
- (3) Participating in trade fairs and industry meetings;
- (4) Reviewing advertisements in industry and local publications;
- (5) Participating in purchasing management associations; and
- (6) Contacting veterans service organizations.

c) The goals stated above cannot be directly related to any specific government contract, but are applicable to the total of all Praxair, Inc. procurements, including those for the federal government and its agencies. However, should contract specific opportunities occur, Praxair, Inc. will utilize them as appropriate.

6. Indirect costs are ( ) are not (X) included in the above goals.

7. The following individual will administer the subcontracting program:

Name: Mr. Matthew J. White  
E-mail: matt\_white@praxair.com  
Address: Praxair, Inc.  
39 Old Ridgebury Road  
Danbury, CT 06810-5113  
Telephone: 203-837-2488  
FAX: 203-837-2555  
Title: Small Business Liaison Officer, VP Controller

The Small Business Liaison Officer's or his designee's specific duties, as they relate to Praxair, Inc.'s subcontracting program, are as follows:

General overall responsibility for review, monitoring and execution of the plan including but not limited to:

- a) Oversight of sources of Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zone Small Business (HUBZone), Small Disadvantaged Business (SDB) and Women-Owned Small Business (WOSB), and effective use of identified sources in the award of the subcontracts;
  - b) Assuring inclusion of SB, VOSB, SD-VSOB, HUBZone, SDB, and WOSB concerns in solicitations where appropriate;
  - c) Attending or arranging for attendance at business opportunity workshops, minority business enterprise seminars, and trade fairs;
  - d) Conducting or arranging for motivational training for purchasing personnel pursuant to the intent of PL 95-507;
  - e) Monitoring attainment of proposed goals;
  - f) Reviewing solicitations to remove statements, clauses, etc. which tend to prohibit SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns participation; and
  - g) Assuring that qualified concerns are offered managerial, technical, production, and quality control assistance and relaxation of deadlines when appropriate.
8. Praxair, Inc. will make the following efforts to assure that SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns will have an equitable opportunity to compete for subcontracts:
- a) Issue and promulgate company-wide policy statements in support of this effort, develop written procedures and work instructions, and assign specific responsibilities regarding requirements of this plan.
  - b) Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall business and company goals and objectives.
  - c) Attend and arrange purchasing personnel representation at events involving the support of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns.
  - d) Provide adequate and timely consideration of the potential capabilities of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns in all make or buy decisions.
  - e) Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns as are referred by the Small Business Administration's Commercial Market Representative.
  - g) In accordance with Public Law 99-661, Section 1207 and Public Law 100-180, Section 805, make every good faith effort to award contracts to SB, VOSB, SD-VOSB, HUBZone, SDB, WOSB, historically black colleges and universities, and minority institutions.

9. Flowdown Clause

Praxair, Inc. will include the provisions under FAR 52.219-8, Utilization of Small Business Concerns, in all subcontracts that offer subcontracting opportunities. Praxair, Inc. will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a plan that complies with the requirements of FAR 52.219-9, Small Business Subcontracting Plan.

10. Reporting and Cooperation

Praxair, Inc. will give assurance of: (a) cooperation in any studies or surveys that may be required; (b) submission of periodic reports which show compliance with this subcontracting plan; and (c) submission of the Summary Subcontract Report through the Electronic Summary Reporting System (eSRS) as indicated in the table below. Praxair, Inc. will use good faith efforts to obtain agreement by its large business subcontractors with subcontracting plans that they will submit annual Summary Subcontract Reports.

<u>Reporting Period</u>	<u>Report</u>	<u>Due Date</u>
Oct. 1, 2009 – Sept. 30, 2010	Summary Subcontract Report	October 31, 2010

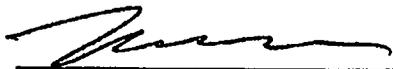
11. Recordkeeping

The following is a recitation of the type of records Praxair, Inc. will maintain to demonstrate the procedures adopted to comply with the requirements and goals in this subcontracting plan. These records will include, but not be limited to, the following:

- a) Records indicating the organizations contacted in an attempt to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them;
- b) On a company wide basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether service-disabled veteran-owned small business concerns were solicited, and if not why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small business concerns were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern;
- c) Records of any outreach efforts to contact (1) trade associations; (2) business development organizations; (3) conferences and trade fairs to locate small, HUBZone small, small disadvantaged and women-owned small business sources; and (4) veterans service organizations.
- d) Records of internal guidance and encouragement provided to Praxair, Inc.'s buyers through (1) workshops, seminars, and training; and (2) monitoring performance to evaluate compliance with the requirements of this subcontracting plan.

I, THE UNDERSIGNED, A DESIGNATED OFFICER OF PRAXAIR, INC., DO HEREBY STATE THAT PRAXAIR, INC. AGREES TO CARRY OUT THE GOVERNMENT'S POLICY TO PROVIDE THE MAXIMUM PRACTICABLE OPPORTUNITY FOR SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS CONCERNS TO PARTICIPATE IN THE PERFORMANCE OF THIS CONTRACT CONSISTENT WITH ITS EFFICIENT PERFORMANCE.

Contractor: PRAXAIR, INC.

Signature:  \_\_\_\_\_

Name and Title: Matthew J. White, Vice President, Controller & Small Business Liaison Officer

Date Prepared: 8/25/09

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 87	3. EFFECTIVE DATE 11/17/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1012100		
		10B. DATED (SEE ITEM 13) 08/09/1994		
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  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 \_\_\_\_\_ copies 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-1 Changes, Article B-4.H, Economic Price Adjustment

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to establish the revised pricing for the period 12/01/09 through 11/30/10.

Replacement pages 12.2, 12.3, 12.4, 13.3 and 13.4 are attached.

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) Beverly C. Davis	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/17/09
(Signature of person authorized to sign)			

**TABLE B-4.C - Product Prices for SSC**

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

**December 1, 1997 through November 30, 2010**

Values below represent the EPA Formula contained in Article B-4.H(2), Economic Price Adjustment Provision

Contract Year	Tier 1(\$)		Tier 2 (\$)		Tier 3 (\$)		Tier 4 (\$)	
	First 400,000 lbs.		Next 3,600,000 lbs.		Next 2,000,000 lbs.		Over 6,000,000 lbs.	
Baseline Values*	\$	5.5463	\$	0.4783	\$	0.5532	\$	1.6178
12/01/97-11/30/98	\$	5.5129	\$	0.4735	\$	0.5479	\$	1.5990
12/01/98-11/30/99	\$	5.3436	\$	0.4489	\$	0.5208	\$	1.5035
12/01/99-11/30/00	\$	5.3369	\$	0.4480	\$	0.5198	\$	1.4997

**December 1, 2000 through November 30, 2010**

Values below represent the EPA Formula contained in Article B-4.H(3), Economic Price Adjustment Provision

Contract Year	Tier 1(\$)		Tier 2 (\$)		Tier 3 (\$)		Tier 4 (\$)**	
	First 1,500,000 lbs.		Next 2,500,000 lbs.		Next 2,000,000 lbs.		Over 6,000,000 lbs.	
Baseline Values**	\$	1.7306	\$	0.4783	\$	0.5532	\$	1.6178
12/01/00-11/30/01	\$	2.2203	\$	0.6300	\$	0.7204	\$	2.2081
12/01/01-11/30/02	\$	2.6778	\$	0.7717	\$	0.8766	\$	2.7596
12/01/02-11/30/03	\$	2.1703	\$	0.6145	\$	0.7033	\$	2.1479
12/01/03-11/30/04	\$	2.7674	\$	0.7995	\$	0.9072	\$	2.8676
12/01/04-11/30/05	\$	2.8924	\$	0.8382	\$	0.9499	\$	3.0183
12/01/05-11/30/06	\$	3.3467	\$	0.9790	\$	1.1050	\$	3.5659
12/01/06-11/30/07	\$	3.8425	\$	1.1326	\$	1.2743	\$	4.1636
12/01/07-11/30/08	\$	3.3920	\$	0.9930	\$	1.1200	\$	3.6210
12/01/08-11/30/09	\$	4.0949	\$	1.2108	\$	1.3605	\$	4.4678
12/01/09-11/30/10	\$	3.1373	\$	0.9141	\$	1.0335	\$	3.3135

\* The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), Economic Price Adjustment Provision.

\*\* The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), Economic Price Adjustment Provision.

\*\*\* Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

\*\*\*\*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

**TABLE B-4.D Product Prices and Transportation Charges for Unforecasted Destinations**

(All product prices are per pound and apply to cumulative quantities of delivered product)

<u>Contract Year</u>	<u>Product Prices (\$)</u>	<u>Transportation Charges Per Mile (\$)</u>
12/01/95-11/30/96	0.8379	2.4171
12/01/96-11/30/97	0.8317	2.3994
12/01/97-11/30/98	0.8313	2.3981
12/01/98-11/30/99	0.7980	2.3020
12/01/99-11/30/00	0.7967	2.2983
12/01/00-11/30/01	1.0439	3.0113
12/01/01-11/30/02	1.2360	3.5655
12/01/02-11/30/03	1.0229	2.9506
12/01/03-11/30/04	1.2740	3.6751
12/01/04-11/30/05	1.3266	3.8268
12/01/05-11/30/06	1.5177	4.378
12/01/06-11/30/07	1.7262	4.9796
12/01/07-11/30/08	1.5369	4.4336
12/01/08-11/30/09	1.8323	5.2858
12/01/09-11/30/10	1.4296	4.1239

\*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

<u>Contract Year</u>	<u>Price</u>
12/01/95-11/30/96	\$1,230.65
12/01/96-11/30/97	1,221.61
12/01/97-11/30/98	1,220.99
12/01/98-11/30/99	1,172.07
12/01/99-11/30/00	1,170.14
12/01/00-11/30-01	1,533.19
12/01/01-11/30/02	1,815.34
12/01/02-11/30-03	1,502.29
12/01/03-11/30-04	1,871.13
12/01/04-11/30/05	1,948.38
12/01/05-11/30/06	2,229.03
12/01/06-11/30-07	2,535.31
12/01/07-11/30/08	2257.36
12/01/08-11/30/09	2,691.21
12/01/09-11/30/10	2099.65

\*To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. Demurrage Charges

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

<u>Period</u>	<u>Charge</u>
12/01/95 to 11/30/98	\$23.55
12/01/98 to 11/30/01	26.35
12/01/01 to 11/30/04	29.49
12/01/04 to 11/30/07	33.03
12/01/07 to 11/30/10	37.01

**TABLE B-4.I.1 - Values for Determining Reimbursements**

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	5.5463	0.4783	0.8342
12/01/97-11/30/98	5.4849	0.4730	0.8250
12/01/98-11/30/99	5.1740	0.4462	0.7782
12/01/99-11/30/00	5.1618	0.4451	0.7764

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
Baseline Values*	1.8125	0.4887	0.8342
12/01/00-11/30/01	2.3000	0.6202	1.0586
12/01/01-11/30/02	2.8021	0.7555	1.2897
12/01/02-11/30/03	2.2874	0.6167	1.0528
12/01/03-11/30/04	2.8964	0.7809	1.3331
12/01/04-11/30/05	3.0541	0.8235	1.4056
12/01/05-11/30/06	3.4800	0.9383	1.6017
12/01/06-11/30/07	3.8498	1.0380	1.7718
12/01/07-11/30/08	3.5942	.9691	1.6542
12/01/08-11/30/09	4.4461	1.1988	2.0463
12/01/09-11/30/10	3.3912	.9144	1.5608

\* The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

\*\* To be determined pursuant to Article B-4.I.3.(c).

**TABLE B-4.I.2. - Reimbursement Rate**

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 400,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 3,600,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/97 - 11/30/98	(0.0279)	(0.0004)	0.2771
12/01/98 - 11/30/99	(0.1695)	(0.0027)	0.2574
12/01/99 - 11/30/00	(0.1751)	(0.0028)	0.2566

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

<u>Contract Year</u>	<u>Tier 1(\$)/Pound First 1,500,000 lbs.</u>	<u>Tier 2(\$)/Pound Next 2,500,000 lbs.</u>	<u>Tier 3 (\$)/Pound Next 2,000,000 lbs.</u>
12/01/00 – 11/30/01	0.0797	(0.0098)	0.3382
12/01/01 – 11/30/02	0.1243	(0.0162)	0.4131
12/01/02 – 11/30/03	0.1171	0.0022	0.3495
12/01/03 – 11/30/04	0.1290	(0.0186)	0.4259
12/01/04 – 11/30/05	0.1617	(0.0147)	0.4557
12/01/05 – 11/30/06	.1333	(0.0407)	0.4967
12/01/06 – 11/30/07	0.0073	(0.0946)	0.4975
12/01/07 – 11/30/08	0.2016	(0.0241)	0.5335
12/01/08 – 11/30/09	0.3512	(.0120)	.6858
12/01/09 – 11/30/10	0.2539	0.0003	0.5273

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair’s obligation to NASA under the dual source arrangement as follows:

<u>Contract Year</u>	<u>Reimbursement Cap</u>
12/01/00 – 11/30/01	\$230,440.00
12/01/01 – 11/30/02	\$237,353.20
12/01/02 – 11/30/03	\$244,236.44
12/01/03 – 11/30/04	\$250,830.83
12/01/04 – 11/30/05	\$257,352.43
12/01/05 – 11/30/06	\$264,558.30
12/01/06 – 11/30/07	\$271,965.93
12/01/07 – 11/30/08	\$279,580.97
12/01/08 – 11/30/09	\$287,409.24
12/01/09 – 11/30/10	\$295,456.70

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor’s liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor’s liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.