

trailers, tube modules, liquid helium trailers, and liquid helium dewars, are detailed in the container rental contract and the Schedule.

§ 601.10 [Reserved]

§ 601.11 Applicability to Federal Agencies.

The regulations in this part are applicable to Federal agencies procuring helium or services from Bureau or using containers furnished by Bureau; *except that* Federal agencies shall not be required to: (a) enter into contracts for the purchase of helium or lease of containers, (b) furnish advance payments, or (c) provide surety for the return of containers or payment of bills.

PART 602—HELIUM DISTRIBUTION CONTRACTS

Sec.

602.1 Purpose.

602.2 Definitions.

602.3 Bureau helium distribution contracts.

APPENDIX TO PART 602

AUTHORITY: The Helium Act of 1960, Pub. L. 86-777 (50 U.S.C. 167, et seq.); 5 U.S.C. 301.

SOURCE: 46 FR 60436, Dec. 10, 1981, unless otherwise noted.

§ 602.1 Purpose.

The purpose of this part 602 is to establish procedures governing distribution of Bureau of Mines helium by a system of authorized private helium distributors. To the same end, the regulations prescribe certain requirements that must be met by private helium distributors under new contracts, entered into with the Bureau of Mines with an effective date of January 15, 1982, or later, to distribute Bureau of Mines helium.

§ 602.2 Definitions.

As used in this part—

(a) *Helium Act* means Pub. L. 86-777, 74 Stat. 918 (50 U.S.C. 167-167n).

(b) *Helium* means the element helium regardless of its physical state.

(c) *Bureau of Mines helium* or *Bureau helium* is helium, regardless of physical state or purity, available for purchase or purchased from the Secretary or a Bureau helium distribution contractor after the effective date of this revision

of 30 CFR part 602. Bureau helium cannot be obtained from any other source of supply. Bureau of Mines helium includes volumes of helium available for delivery or delivered to the purchaser or Bureau helium distribution contractors in the Grade-A gaseous physical state or liquid physical state, and volumes of Grade-A gaseous helium used as raw stock to produce (1) liquid helium, and the liquid produced therefrom, (2) a gaseous or liquid mixture having a purity of helium different from Grade-A, (3) a gaseous or liquid mixture having a concentration of helium-4 isotope different from the concentration of such isotope in Grade-A helium, and (4) helium mixtures different in any other way from Grade-A gaseous helium. Bureau helium does not include private helium stored under contract with the Bureau and re-delivered to the private enterprise in crude, Grade-A gaseous, or liquid helium form.

(d) *Grade-A helium* means the grade of helium produced at the Bureau's helium plants, and it is 99.995 percent pure helium or better, by volume.

(e) *Federal agency* means any department, independent establishment, commission, administration, foundation, authority, board, or bureau of the U.S. Government, or any corporation owned, controlled, or in which the U.S. Government has a proprietary interest, as these terms are defined in 5 U.S.C. 101-105; 5 U.S.C. 551 (1); 5 U.S.C. 552(e); or in 18 U.S.C. 6, but does not include Federal agency contractors.

(f) *Bureau helium distribution contractor* is a private helium merchant (as defined by the Texas Business and Commercial Code Ann., title 1, sec. 2.104 (Uniform Commercial Code)) that, by new contract with an effective date of January 15, 1982, or later with the Bureau, has Bureau helium available for distribution.

(g) *Private helium purchaser* means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, state or political subdivision thereof, purchasing or wanting to purchase helium. The term does not include Federal agencies, but does include Federal agency contractors.

(h) *Helium requirement or requirement of helium* is all helium, regardless of physical state or in mixture with other gases, that is required by or delivered to a Federal agency to accomplish an objective, project, mission, or program of the Federal agency.

(i) *Major helium requirement or major requirement of helium* is a helium requirement or delivery of 5,000 standard cubic feet (scf), measured at 14.7 pounds per square inch absolute pressure and 70° Fahrenheit temperature, or more, including liquid helium gaseous equivalent, during a calendar month, including the first 5,000 scf per calendar month when the "helium requirement" equals or exceeds 5,000 scf per calendar month.

(j) *Secretary* is the Secretary of the Department of the Interior.

(k) *Bureau* is the Bureau of Mines of the U.S. Department of the Interior.

§602.3 Bureau helium distribution contracts.

(a) Any private helium merchant may make application to the Bureau to become a Bureau helium distribution contractor and, upon meeting the requirements of this part and upon execution of a three-year distribution contract with the Bureau, may become a Bureau helium distribution contractor. To be eligible, a prospective contractor must demonstrate: adequate financial resources to pay for Bureau helium and helium-related services in advance, adequate facilities and equipment to meet delivery schedules and quality standards required by purchasers of Bureau helium, a satisfactory record of performance in the distribution of helium, and/or other compressed gases, a certificate of competency and/or a determination of eligibility from the Small Business Administration if the prospective contractor is a small business concern and is determined to be nonresponsible and/or ineligible by the contracting officer, and be otherwise qualified and eligible to receive an award of a Bureau helium distribution contract under applicable laws and regulations. Effective January 15, 1982, and thereafter, only those helium merchants having a valid Bureau helium distribution contract shall be included on Bureau lists of Bureau helium dis-

tribution contractors. (The currently approved helium distribution contract is set out in the Appendix to this part.)

(b) The information collection requirements contained in this section have been approved by the Office of Management and Budget under 44 U.S.C. 3507 and assigned clearance number 1032-0113. The information is being collected to identify firms desiring to become helium distribution contractors. This information will be used to determine responsible applicants as possible contractors, to establish an accountability of helium transfer between distributors, and to report distributor annual sales, transfers, and purchases of Bureau of Mines helium as certification of compliance with 30 CFR 602. The obligation to respond is required to obtain a benefit.

(c) Bureau helium distribution contracts shall require the Bureau helium distribution contractor to deliver only Bureau helium to supply (1) major helium requirements of any Federal agency, whether or not Bureau helium is specified by the agency, and (2) any helium requirement of any Federal agency if procurement documents in any manner specify or evidence intent to acquire Bureau helium. Information about which Federal agencies have major helium requirements is available from Bureau of Mines Division of Helium Operations, 1100 S. Fillmore St., Amarillo, Texas 79101, telephone 806 376-2638 or FTS 735-1638.

(d) Bureau helium distribution contracts shall also require the Bureau helium distribution contractor to deliver only Bureau helium to:

(1) Any private helium purchaser, including Federal agency contractors, if procurement documents in any manner specify or evidence intent to acquire Bureau helium, or

(2) Another Bureau helium distribution contractor if certification as Bureau helium is required or furnished.

(e) Contracts shall include provisions for sources of supply of Bureau helium, quantity, quality, delivery requirements, Bureau helium book inventory, actual physical volume of helium in inventory, commingling, accounting and reporting procedures, records and facilities examinations, shipping points, payments, and contract termination.

APPENDIX TO PART 602

Bureau Helium Distribution Contract No. 14-09-0060 — Between United States Department of the Interior, Bureau of Mines and —

Contents

Preamble
 Article I, Definitions
 Article II, Term of Contract
 Article III, Bureau Helium Distribution Contractor
 Article IV, Bureau of Mines
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 Article VI, General Provisions
 Addendum "A"—Application
 Addendum "B"—Certificate of Resale of Bureau of Mines Helium (Form HA-285a)
 Addendum "C"—Bureau of Mines Helium: Stocks, Receipts, and Distribution Annual Report (Form 6-1575-A(1-77) Rev.)

BUREAU HELIUM DISTRIBUTION

Contract

This contract, made this — day of —, 19—, pursuant to the Helium Act (Act of 1960, Pub. L. 86-777, 74 Stat. 918, 50 U.S.C. 167 et seq., 5 U.S.C. 301), between the United States of America, Department of the Interior, Bureau of Mines, hereinafter styled Bureau of Mines, represented by the officer executing this contract, and — whose principal address is — hereinafter styled Bureau Helium Distribution Contractor, or Contractor.

Witnesseth that:

Whereas, pursuant to provisions of the Helium Act: "The Department of Defense, the Atomic Energy Commission, and other agencies of the Federal Government, to the extent that supplies are readily available, shall purchase all major requirements of helium from the Secretary," (of the Department of the Interior);

Whereas, the Bureau of Mines, by virtue of authority delegated by the "Secretary" (of the Department of the Interior) under the Helium Act administers the production and distribution of helium for Federal use;

Whereas, the authorization of private helium merchants to participate in the distribution of Bureau of Mines helium for Federal use is advantageous to both the United States Government and the private helium merchants; and

Whereas, an application to become a Bureau Helium Distribution Contractor, attached to and forming a part of this contract (Addendum A), has been received by the Bureau of Mines from the private helium, merchant named as a party to this contract.

Now Therefore, in consideration of the mutual and dependent covenants herein contained, it is mutually agreed between the parties as follows:

Article I—Definitions

1.1 *Bureau helium distribution contractor* is a private helium merchant (as defined by the Texas Business and Commercial Code Ann., Title 1, Sec. 2.104 (Uniform Commercial Code)) that by new contract with an effective date of January 15, 1982, or later with the Bureau, has Bureau helium available for distribution.

1.2 *Bureau* is the Bureau of Mines of the United States Department of the Interior.

1.3 *Bureau of Mines helium* or *Bureau helium* is helium, regardless of physical state or purity, available for purchase or purchased from the secretary or another Bureau helium distribution contractor after the effective date of this contract. Bureau helium cannot be obtained from any other source of supply. Bureau of Mines helium includes volumes of helium available for delivery or delivered to purchasers or Bureau helium distribution contractors in the Grade-A gaseous physical state or liquid physical state and volumes of Grade-A gaseous helium used as raw stock to produce (1) liquid helium and the liquid produced therefrom, (2) a gaseous or liquid mixture having a purity of helium different from Grade-A, (3) a gaseous or liquid mixture having a concentration of helium-4 isotope different from the concentration of such isotope in Grade-A helium, and (4) helium mixtures different in any other way from Grade-A gaseous helium. Bureau helium does not include private helium stored under contract with the Bureau and redelivered to the private enterprise (owner) in crude Grade-A gaseous, or liquid helium form.

1.4 *Contracting officer* is the person executing this contract on behalf of the Government and includes a duly appointed successor or authorized representative.

1.5 *Federal agency* is any department, independent establishment, commission, administration, foundation, authority, board, or bureau of the United States Government, or any corporation owned, controlled, or in which the United States Government has a proprietary interest, as these terms are defined in 5 U.S.C. 101-05; 5 U.S.C. 551(1); 5 U.S.C. 552(e); or in 18 U.S.C. 6, but does not include Federal agency contractors.

1.6 *Federal Agency Contractor* is any individual, corporation, partnership, firm, association, trust, estate, public or private institution, or a State or political subdivision thereof which has entered into or that is obligated by a contract or cooperative agreement with a Federal agency, or received a grant from a Federal agency, or which subcontracts with a Federal Agency Contractor.

1.7 *Private helium purchaser* means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, state or political subdivision thereof, purchasing or wanting to purchase helium. The term does not include Federal

agencies, but does include Federal agency contractors.

1.8 *Helium* is the element helium regardless of its physical state.

1.9 *Helium requirement or requirement of helium* is all helium, whether in the gaseous or liquid state or in mixtures with other gases, that is required by or delivered to a Federal agency, to accomplish an objective, project, mission, or program of the Federal agency.

1.10 *Major helium requirement or major requirement of helium* is a helium requirement of 5,000 scf or more during a calendar month, including the first 5,000 scf per calendar month when the "helium requirement" equals or exceeds 5,000 scf per calendar month.

1.11 *Secretary* is the Secretary of the Department of the Interior.

1.12 *Shipping point* is a shipping facility of the Bureau Helium Distribution Contractor from which Bureau of Mines helium is available.

1.13 *Standard cubic foot (scf)* is a 1-cubic-foot volume of Grade-A helium measured at a pressure of 14.7 pounds per square inch absolute and a temperature of 70° Fahrenheit. Volumes of liquid helium shall be expressed in liters or U.S. gallons. One liter of liquid helium is equivalent to 26.63 standard cubic feet of gaseous helium. One U.S. gallon of liquid helium is equivalent to 100.8 standard cubic feet of gaseous helium. One pound of liquid helium is equivalent to 96.67 standard cubic feet of gaseous helium. Appropriate Grade-A gaseous equivalents of volumes of helium mixtures different in any way from Grade-A gaseous helium may be used, and such equivalents must be used when required by the Division of Helium Operations, Bureau of Mines, Amarillo, Texas.

1.14 *Grade-A helium* means the grade of helium produced at the Bureau's helium plants, and it is 99.995 percent pure helium or better, by volume.

Article II—Term of Contract

2.1 This contract shall be effective on the date heretofore stated and shall remain effective for a period of three (3) years thereafter unless sooner terminated as hereinafter provided in section 6.2 or for default.

Article III—Bureau Helium Distribution Contractor

3.1 The Bureau Helium Distribution Contractor (hereafter styled Contractor) shall deliver only Bureau of Mines helium to supply: (1) major helium requirements of a Federal agency without regard as to whether or not Bureau of Mines helium is specified by the agency, (2) any quantity of helium to a Federal agency if procurement documents specify in any manner that Bureau of Mines helium be furnished, (3) any quantity of helium to private helium purchasers if procure-

ment documents specify in any manner the intent that Bureau of Mines helium be furnished, (4) any quantity of helium to another Bureau helium distribution contractor if certification as Bureau of Mines helium is required or furnished.

3.2 Helium delivered for Federal use under the terms of this contract shall conform to the quality, quantity, and delivery requirements agreed to between the Contractor and the purchasing Federal Agency or private helium purchaser.

3.3 Each delivery of helium that requires Bureau of Mines helium in accordance with Sec. 3.1 of this contract shall be made only from an inventory of Bureau of Mines helium on hand except as provided in Sec. 3.4 of this contract.

3.4 Helium is a fungible commodity; therefore, the Contractor may commingle Bureau of Mines helium with helium from other sources. For purposes of Bureau helium accounting records, as much of the Contractor's helium inventory will be considered Bureau of Mines helium as is equal to the volume of: (1) helium purchased from the Bureau of Mines and delivered to the Contractor, plus (2) helium delivered to the Contractor by another Bureau helium distribution contractor and certified as Bureau of Mines helium in accordance with Sec. 3.11 of this contract, less (3) helium deliveries in accordance with Sec. 3.1 of this contract. The Contractor may, except as restricted by Sec. 3.6 of this contract, sell as Bureau of Mines helium volumes of helium from its inventory even though its inventory does not contain, at the time of sale, sufficient helium purchased from the Bureau of Mines or helium received from and certified as Bureau of Mines helium by another Bureau helium distribution contractor to meet the Bureau of Mines helium requirements of the purchaser; however, the Contractor shall report such sales as sales of Bureau of Mines helium and shall, within thirty (30) calendar days following the end of a reporting period or discovery of a negative inventory of Bureau of Mines helium, whichever is sooner, place a firm procurement order with the Bureau of Mines or another Bureau helium distribution contractor for sufficient Bureau of Mines helium to restore its Bureau of Mines helium inventory to a positive value. Failure to order sufficient helium within the thirty (30) day period shall be sufficient grounds to terminate this contract for cause, according to Sec. 3.7.

3.5 The Contractor's opening inventory of Bureau of Mines helium on its initial report to the Bureau shall be any Bureau of Mines helium received and not delivered in accordance with the provisions of this contract within the thirty (30) day period immediately preceding the effective date of this contract, except that, in the event that the Contractor was an Eligible Private Helium Distributor at the time of entering into this

contract, opening inventories under this contract will be determined by the Bureau of Mines based on the Eligible Distributor's reports for the previous reporting periods and examination of Eligible Distributor's helium accounting records by a Bureau representative.

3.6 The inventory balance of Bureau helium at the end of an annual reporting period may be carried forward as the opening inventory for the subsequent period, provided, however, that at no time shall the inventory of Bureau helium exceed the total volume of helium in physical inventory.

3.7 At the end of each annual reporting period, the Contractor shall have a positive or zero balance of Bureau of Mines helium in its inventory. Negative closing balances of Bureau of Mines helium at the end of the annual reporting period, whether reported by the Contractor on its "Bureau of Mines Helium" (Addendum C), or revealed through Bureau of Mines examination of the Contractor's Bureau helium accounting records, if not changed to a positive value within thirty (30) days according to Sec. 3.4, shall be sufficient cause for termination of this contract.

3.8 The Contractor shall not add or delete shipping points designated in the original application (Addendum A) except through amendment of this contract. The Contracting Officer, upon receipt of a written request from the Contractor to amend the contract to add or delete shipping points, along with a full explanation of the reason therefor, may send a contract amendment to the Contractor for execution or notify the Contractor of rejection of the request.

3.9 The Contractor shall keep Bureau helium accounting records necessary to show compliance with this contract. Such records shall be kept in a central location and shall be retained for one (1) year following the last day of the applicable annual reporting period. Helium accounting records shall include but are not limited to the following: (1) records of sales of Bureau of Mines helium to each Federal agency and to each private helium purchaser, (2) all pertinent documents supporting sales of Bureau of Mines helium, (3) helium sales contracts between the Contractor and another Federal Agency Contractor who, in the opinion of the Contracting Officer, may reasonably be considered a Federal Agency Contractor, (4) all pertinent documents supporting any contention that a Federal Agency Contractor was not required to use Bureau of Mines helium to meet the requirements of a Federal Agency, or a Federal Agency Contractor whose order intended delivery of Bureau of Mines helium in the opinion of the Contracting Officer, (5) certificates of Resale of Bureau of Mines helium certifying the resale of helium as required by Sec. 3.11 of this contract.

3.10 The Contracting Officer or his duly authorized representative shall have access

to and the right to examine, during the Contractor's normal business hours, any pertinent books, documents, records, and physical facilities involving transactions related in any way to this contract.

3.11 Sales of Bureau of Mines helium to another Bureau helium distribution contractor shall be certified on a "Certificate of Resale of Bureau of Mines Helium" as illustrated in Addendum B to this contract. The original of the Certificate shall be furnished to the buyer. The Contractor shall submit a fully executed copy of each Certificate issued during a reporting period with its annual report of "Bureau of Mines Helium." One copy of each Certificate issued shall be retained in the Central Bureau helium accounting records of the Contractor.

3.12 Receipts of Bureau of Mines helium from another Bureau helium distribution contractor shall be substantiated by the original "Certificate of Resale of Bureau of Mines Helium" executed and issued by the selling Bureau helium distribution contractor at the time of the sale and retained in the buying contractor's Bureau helium accounting records according to Sec. 3.9(5). The buying contractor shall submit a copy of each original Certificate received during a reporting period with its annual report of "Bureau of Mines Helium," (Addendum C). No claimed receipt of Bureau of Mines helium from another Bureau helium distribution contractor will be allowed on an annual report unless fully supported by copies of valid Certificates.

3.13 The Form No. 6-1575-A Rev., "Bureau of Mines Helium" attached as Addendum C to this contract, shall be used by the Contractor to report the stocks, receipts, and distribution of Bureau of Mines helium. The required reporting period is January 1 through December 31 of each calendar year. The reports are due at the Bureau of Mines office indicated below on or before the thirtieth (30th) day of January of each year following the applicable preceding reporting period. The completed forms shall be submitted to the Department of the Interior, Bureau of Mines, Division of Helium Operations, 1100 S. Fillmore St., Amarillo, Texas 79101. Copies of the blank form may be obtained from the above address.

Article IV—Bureau of Mines

4.1 The Bureau of Mines will place the Contractor's name, address, and locations of designated shipping points on the Bureau of Mines list of Bureau Helium Distribution Contractors.

4.2 The Bureau of Mines will furnish its list of Bureau Helium Distribution Contractors to known users of Bureau of Mines Helium, and to other parties upon request, for their use in obtaining Bureau of Mines helium.

4.3 The Bureau of Mines authorizes the Contractor to sell and distribute Bureau of Mines helium in accordance with the provision of this contract and to compete in the open market for such sales of Bureau of Mines helium that are otherwise reserved to the Secretary of the Department of the Interior.

4.4 The Bureau of Mines will furnish, upon request by the contractor, information as to which Federal agencies have major helium requirements.

Article V—Conditions

5.1 *Repurchase rights.* The Bureau of Mines shall have the right to repurchase from the original purchaser helium that has been sold by the Bureau and that has not been resold, lost or dissipated, when needed for United States Government use, as provided in Sec. 6(e) of the Helium Act. However, small volumes of Bureau helium purchased by the Contractor from another Bureau helium distribution contractor shall not be subject to repurchase by the Bureau.

5.2 *Liability*

(a) The Bureau of Mines warrants the quality and quantity of helium delivered to the original purchaser only and assumes no further liability, financial or otherwise, in connection with any sale or delivery of helium hereunder, including but not limited to claims relating to: (1) losses on business transactions or commitments between original purchaser and third parties, such as the Contractor, (2) losses on original purchaser's helium containers filled by the Bureau, or (3) losses occasioned by transportation delays.

(b) Contractor shall be liable for any and all actual damages to the Government caused by Contractor, Contractor's representatives, or Contractor's owned or leased equipment.

(c) Contractor is hereby advised that helium requirements of the United States Government shall have priority over non-Government requirements and that such priority requirements of the Government or occasions of Force Majeure may cause delay or deferral of shipment of any helium ordered by Contractor from the Bureau of Mines or another Bureau helium distribution contractor under this contract.

Article VI—General Provisions

6.1 This contract cannot be assigned or otherwise transferred without the express written approval of the Contracting Officer.

6.2 This contract may be terminated at any time by either party by serving not less than sixty (60) days' written notice of termination upon the other party, stating therein the date that such termination shall be effective. In the event of contract termination under the provisions of this Sec. 6.2, a report of receipts and distribution of Bureau of

Mines helium, as required by Sec. 3.13 of this contract, shall be submitted for the period from January 1 to the effective date of the termination in the calendar year in which the termination occurs within 15 days after the effective date of the termination.

6.3 *Disputes*

(A) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in Sec. 6.3.a above, *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Standard Provisions

The remainder of the contract is comprised of nine standard provisions as follows:

- 6.4 Officials Not to Benefit
- 6.5 Covenant Against Contingent Fees
- 6.6 Utilization of Small Business Concerns
- 6.7 Utilization of Labor Surplus Area Concerns
- 6.8 Utilization of Minority Business Enterprises
- 6.9 Equal Opportunity
- 6.10 Affirmative Action for Handicapped Workers
- 6.11 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
- 6.12 Clean Air and Water

In witness whereof, the parties hereto have caused this contract to be fully executed in duplicate by their proper officers the day and year first above written.

United States of America, Department of the Interior, Bureau of Mines.

Pt. 602, App.

30 CFR Ch. VI (7-1-98 Edition)

By _____

Contracting Officer.

Bureau Helium Distribution Contractor.

(Name of Individual or Company)

By _____

(Signature)

Title _____

(The following is to be executed if Contractor is a Corporation.)

I, the undersigned, hereby certify that I am the _____ Secretary of the above-

named corporation; that the officer who signed this contract on behalf of such corporation was then acting in the capacity indicated; and that the records of the corporation, of which I have custody, indicate that such officer has the authority to so bind the corporation and that such authority is within the scope of its corporate power, and has not been revoked.

(Signature)

(Affix Corporate Seal)

Form 6-1561-X
Helium Ops. (9-81)

Addendum A
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON D.C. 20241

O. M. B. No. 1032-0113
Approval Expires 12 31 '83



Application to enter into a contract with the United States
Department of the Interior, Bureau of Mines, as a
Bureau Helium Distribution Contractor

"The Paperwork Reduction Act of 1980 (44 U.S.C. 35) requires us to inform you that this information is being collected to determine essential applicant data necessary for completion of a contract. This information will be used to determine the legitimacy of applicants as possible helium distribution contractors. The obligation to respond is required to obtain a benefit."

Application is hereby made on this date, _____, 19____,
by _____ whose principal address
is _____ to
enter into a contract with the United States Department of the Interior,
Bureau of Mines, as a "Bureau Helium Distribution Contractor." Upon
acceptance of this application and execution of the contract by both
parties, the Contractor may sell and distribute Bureau of Mines helium
for Federal use and may compete in the open market for such sales that
are otherwise reserved, by Statute, to the Secretary of the Department
of the Interior.

Applicant submits the following information and attests to its
accuracy and completeness, with the understanding that the Bureau of
Mines may make further inquiry of Applicant or others. (If additional
space is needed to answer any question, additional sheets may be
attached. If additional sheets are used, please reference all answers
to the applicable question number.)

1. As of the date of this application, applicant is or is not
distributing helium for Federal use as a Bureau of Mines "Eligible
Private Helium Distributor."
2. If the answer to 1. above is negative, applicant has or has
not previously been an Eligible Private Helium Distributor.

3. Indicate the range of total volume of helium (commercial and/or Bureau of Mines helium) distributed by the Company during the past calendar year:

More than 2,000 Mcf of gaseous helium

Less than

More than 50,000 liters of liquid helium

Less than

4. Indicate the range of total volume of other compressed or liquefied gases distributed by the company during the past calendar year.

More than 5,000 Mcf of compressed gases

Less than

More than 100,000 liters of liquefied gases

Less than

5. List each shipping point, along with the mailing address thereof, that Applicant wishes to designate for distribution of Bureau of Mines helium for Federal use.

OVER

6. Describe Applicant's facilities and equipment to be used in supplying helium requirements of Federal use customers.

a. Plant and container filling

b. Containers

c. Quality control and methods.

d. Does Applicant have rail siding within or adjacent to its facilities?

7. Based on past performance records, estimate delivery time to Federal use customers that Applicant anticipates serving.

_____ % within 24 hours after receipt of order.

_____ % longer than 24 hours after receipt of order.

8. Based on Applicant's present accounting system, describe any problems that would result from the records and reporting requirements of the contract.

9. Present a statement of facts concerning Applicant's financial capability, including the maintenance of an inventory of Bureau of Mines helium to meet anticipated sales for Federal use.

The Government reserves the right to reject any application and not award a contract.

Applicant hereby acknowledges that it has reviewed the attached contract documents and agrees to the terms thereof, and further agrees that this application, if approved, will be attached to and form a part of the resulting contract.

Name of Applicant

Name and Title of Signer
(Print or Type)

Signature

Date

Bureau of Mines, Interior

Pt. 602, App, Addendum B

Form 6-1580-A
Helium Oper. (9-81)



Addendum B
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON D.C. 20241

O. M. B. No. 1032-0113
Approval Expires 12/31/83

**INDIVIDUAL COMPANY
DATA—PROPRIETARY**

The data furnished in this report will be treated in confidence by the Department of the Interior, except that they may be disclosed to Federal defense agencies, or to the Congress upon official request for appropriate purposes.

CERTIFICATE
OF
RESALE
OF
BUREAU OF MINES HELIUM

"The Paperwork Reduction Act of 1980 (44 U.S.C. 35) requires us to inform you that: This information is being collected to determine distributor accountability and certification of compliance with the 30 CFR 602. This information will be used to account for helium transfer between distributors. The obligation to respond is required to obtain a benefit."

I certify that on this _____ day of _____, 198____,
_____ standard cubic feet of Bureau of Mines helium (convert
liquid helium to its gaseous helium equivalent) was sold from

(Company) _____,

to

(Company) _____.

Name _____

Title _____

Company _____

Address _____

Signature _____

Form 6-1575-A
Helium Oper. 9-83)



Addendum C
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON D.C. 20241

BUREAU OF MINES HELIUM:
Stocks, Receipts, and Distribution

Year 19____

O. M. B. No. 1032-0113
Approval Expires 12/31/83
**INDIVIDUAL COMPANY
DATA—PROPRIETARY**

The data furnished in this report will be treated in confidence by the Department of the Interior, except that they may be disclosed to Federal defense agencies, or to the Congress upon official request for appropriate purposes.

To: Bureau of Mines, Helium Operations,
Department of the Interior
1100 South Fillmore Street
Amarillo, Texas 79101

"The Paperwork Reduction Act of 1980 (44 U.S.C. 35) requires us to inform you that: This information is being collected for the purpose of distributor accountability and certification of compliance with the Regulation. This information will be used to report annual sales, transfers, and purchases of Bureau helium as certification of compliance with 30 CFR 602. The obligation to respond is required to obtain a benefit."

This report is required by contract. The Bureau of Mines may withhold deliveries under a contract or terminate a contract with a private helium distributor for failure to comply with the reporting provisions specified by contract.

SECTION 1. COMPANY IDENTIFICATION.

Each distributor should prepare this report. Indicate opening stocks, receipts, distribution and closing balance, in Section 2 for indicated annual period.

1. Your company name _____
2. Address _____

SECTION 2. STOCKS, RECEIPTS, AND DISTRIBUTION FOR INDICATED ANNUAL PERIOD.

Because sales of Bureau of Mines helium to civilian consumers are not required to be reported, the closing balance of Bureau of Mines helium may exceed the total closing helium inventory. However, it is not possible for the opening inventory of Bureau of Mines helium to exceed the total helium inventory at the beginning of a reporting period. Purchases and transfers from sources other than the Bureau of Mines must be supported by copies of certificates from suppliers. Copies of this certificate are enclosed with this mailing.

Item (1)	Liquid and Gaseous Helium Standard Cubic Feet (2)
1. Opening Inventory:	
(a) Carryover closing balance from previous period or total helium inventory, whichever is smaller	_____
2. Receipts:	
(a) By purchase from Bureau of Mines	_____
(b) By purchase from another distributor	_____
(c) Total receipts (equals 2 (a) plus 2 (b))	_____
3. Total Available for Distribution this Period (equals 1 (a) plus 2 (b))	_____
4. Distribution:	
(a) By sale to Federal agencies	_____
(b) By certified sale to another distributor	_____
(c) Total distribution (equals 4 (a) plus 4 (b))	_____
5. Closing Balance (equals 3 minus 4 (c))	_____
6. CLOSING INVENTORY (actual helium on hand at end of period)	_____

Liquid helium shall be reported in gaseous helium equivalent. One liter of liquid helium is equivalent to 26.63 standard cubic feet and 1 gallon of liquid helium is equivalent to 100.82 standard cubic feet.

CERTIFICATION—I certify that the foregoing report is true, correct, and complete to the best of my knowledge and belief.

Name _____ Title _____
Signature _____ Date _____

Name of person to be contacted regarding this report			Tel. area code	No.	Ext.
Address No.	Street	City	State	Zip	