REQUEST FOR QUOTATIONS
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE.

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
75D301-26-Q-78983		000HCCHB-2026-95107		

5a. ISSUED BY
Centers for Disease Control and Prevention
Chamblee Campus Building 102, MS S102-4
4770 Buford Hwy
Atlanta GA 303413717

6. DELIVERY BY *(Date)*

7. DELIVERY
[X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(No collect calls)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Ann Bonis, won5@cdc.gov		

8. TO:			9. DESTINATION	
a. NAME	b. COMPANY		a. NAME OF CONSIGNEE	
c. STREET ADDRESS			b. STREET ADDRESS	
			c. CITY	
d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Questions due Monday June 15, 2026 by 9 am ET, to Ann Bonis, won5@cdc.gov. Quotes due Tuesday June 30, 2026 by 9 am ET, to Ann Bonis, won5@cdc.gov.				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER				
b. STREET ADDRESS			16. SIGNER	
			a. NAME *(Type or print)*	b. TELEPHONE
c. COUNTY				AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE *(Type or print)*	NUMBER

Part 1 - Narrative

1. This solicitation is issued as a Request for Quotations (RFQ) for the establishment of one or more competitive Blanket Purchase Agreements (BPAs) for the supply and delivery of contractor-owned compressed gas cylinders in support of laboratory operations at the National Institute for Occupational Safety and Health (NIOSH), Morgantown campus.

2. This acquisition is being conducted as a commercial products and commercial services acquisition utilizing streamlined acquisition procedures consistent with FAR Part 12, applicable Revolutionary FAR Overhaul (ROFAR) deviations, and applicable Department of Health and Human Services (HHS) acquisition regulations.

3. The Government intends to award one or more BPAs to responsible Offerors whose quotations conform to the solicitation requirements and are determined to provide the best value to the Government in accordance with the evaluation criteria identified in Section M.

4. This acquisition is being conducted using Full and Open Competition. The applicable North American Industry Classification System (NAICS) code for this acquisition is: NAICS Code: 325120 — Industrial Gas Manufacturing

5. The BPA ordering period is anticipated as follows:

Ordering Period	**Dates**
Base Year	07/28/2026 – 07/27/2027
Option Year One	07/28/2027 – 07/27/2028
Option Year Two	07/28/2028 – 07/27/2029
Option Year Three	07/28/2029 – 07/27/2030
Option Year Four	07/28/2030 – 07/27/2031

1. The BPA will permit ordering of contractor-owned compressed gas cylinders on an as-needed basis throughout the ordering period. Orders will be placed by authorized Government personnel in accordance with BPA ordering procedures.

2. The Government does not guarantee any minimum quantity of orders under the BPA. The Government is obligated only to the extent of authorized orders actually placed under the BPA.

3. Pricing shall be established on a per-cylinder basis and shall be inclusive of all costs necessary to provide the required compressed gas cylinders, including cylinder rental, delivery, hazardous materials handling, and cylinder exchange services.

4. The contractor shall provide compressed gas cylinders meeting the technical specifications identified in the Statement of Work and shall comply with all applicable federal, state, and local regulations governing the production, handling, transportation, and delivery of compressed gases.

5. Deliveries shall be made to the NIOSH Morgantown campus located at 1095 Willowdale Road, Morgantown, West Virginia 26505, or other designated delivery locations identified at the time of order.

6. The Government anticipates using the Government Credit Card Purchase Request as the primary payment method for orders placed under the BPA.

Part 2 – Supplies or Services and Prices/Costs

SUPPLIES / SERVICES	Minimum Value	Maximum Value
Blanket Purchase Agreement (BPA) Delivery of gas cylinders to the Field Studies Branch at the NIOSH Morgantown Base Year: 07/28/2026 – 07/27/2027 Option Year 1: 07/28/2027 – 07/27/2028 Option Year 2: 07/28/2028-07/27/2029 Option Year 3: 07/28/2029-07/27/2030 Option Year 4: 07/28/2030-07/272031	$0.00	$100,000.00 *Maximum Order Total not-to-exceed: Base Year: $20,000.00 Option Year 1: $20,000.00 Option Year 2: $20,000.00 Option Year 3: $20,000.00 Option Year 4: $20,000.00

Line Items

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Base Year PoP: 07/28/2026-07/27/2027	1 Each		
0002	Option year 1 PoP: 07/28/2027-07/27/2028	1 Each		
0003	Option year 2 PoP: 07/28/2028-07/27/2029	1 Each		
0004	Option Year 3 PoP: 07/28/2029-07/27/2030	1 Each		
0005	Option Year 4 PoP: 07/28/2030-07/27/2031	1 Each		

*Offerors may propose pricing in accordance with their customary and commercial practices, as long as such pricing specifies how the unit of cost is charged for that specified charge (eg. per ccf, per lb, per month, per delivery, per quarter, etc…)

1. Description of Agreement:
The purpose of this contract is to procure a blanket purchase agreement to supply contractor-owned gas cylinders to the Field Studies Branch at the NIOSH Morgantown campus on an as needed basis throughout the performance period.

The supplier shall furnish gases as listed in the pricing schedule if and when requested by the contracting officer (or the individuals authorized to purchase under the BPA) during the period of performance.

2. Extent of Obligation
The Government is obligated only to the extent of authorized purchases actually made under the BPA.

3. Purchase limitation
$100,000 (total aggregate over 4 years)*

*Maximum Order Total not-to-exceed:
Base Year: $20,000.00
Option Year 1: $20,000.00
Option Year 2: $20,000.00
Option Year 3: $20,000.00
Option Year 4: $20,000.00

4. Individuals authorized to purchase under the BPA.

a) The following individual(s) are authorized to make Government Purchase Card purchases under this BPA up to $15,000.00 per transaction:

Melanie Street (CDC/NIOSH/RHD/FSB)

b) Any Warranted CDC Contracting Officer may make purchases.

5. Delivery Tickets
All shipments under this agreement shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:

a) Name of supplier
b) BPA number
c) Date of purchase
d) Purchase number
e) Itemized list of supplies or services furnished.

f) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
g) Date of delivery or shipment.

6. Payment and Invoices
Payment for orders is intended to occur via the government purchase card by individuals authroized herein. A summary invoice shall be submitted at least per delivery, monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets. See also C.3 Invoices and per Statement of Work.

Part 3

Statement of Work

Title: Blanket Purchase Agreement for Gas Ordering for RHD Morgantown

The period of performance of this contract consists of a base year and four option years, beginning on 07/07/2026 to 07/06/2031

Period of performance of this contract is: 07/28/2026 to 07/27/2031

Ordering Period	**Dates**
Base Year	07/28/2026 – 07/27/2027
Option Year One	07/28/2027 – 07/27/2028
Option Year Two	07/28/2028 – 07/27/2029
Option Year Three	07/28/2029 – 07/27/2030
Option Year Four	07/28/2030 – 07/27/2031

SECTION 1 – BACKGROUND

The Field Studies Branch (FSB) conducts laboratory research and analytical activities that support the development and improvement of methods used to evaluate occupational exposures in workplace environments. These activities contribute directly to improving U.S. workforce safety and health outcomes by ensuring that exposure assessment methods are accurate, reliable, and scientifically sound.

FSB operates multiple gas chromatography–mass spectrometry (GCMS) systems that are used for research, method development, and service activities. These analytical systems are routinely used to analyze volatile organic compounds (VOCs) collected in air sampling canisters and thermal desorption tubes, as well as to perform headspace analyses of workplace-related samples.

The GCMS instruments require specific compressed gases to operate correctly, including gases used for sample separation, detector function, and instrument calibration. The availability and quality of these gases are essential to maintaining instrument performance and ensuring the accuracy and reliability of analytical results.

Laboratory sample analysis performed using these systems is a critical component of workplace exposure assessments conducted in support of research projects and Health Hazard Evaluation (HHE) field investigations. Disruptions in gas supply would directly affect the laboratory's ability to operate analytical instruments and process samples in a timely manner.

SECTION 2 – PURPOSE/OBJECTIVE

The purpose of this requirement is to establish a Blanket Purchase Agreement (BPA) with a qualified gas supplier to provide compressed gas cylinders to the Field Studies Branch (FSB) located at the NIOSH Morgantown campus. The BPA will support laboratory operations by allowing the government to order gas cylinders on an as-needed basis throughout the BPA period of performance.

The objective of this BPA is to ensure a reliable and timely supply of required gases to support ongoing research, method development, instrument maintenance, and analytical activities. The quantity and frequency of orders will vary based on laboratory workload and operational needs.

Pricing under the BPA shall be structured on a per-cylinder basis, with the unit price inclusive of all associated costs necessary to provide the gas cylinders, including cylinder rental, handling, and delivery.

SECTION 3 – SCOPE OF WORK

The contractor shall provide contractor-owned compressed gas cylinders to the Field Studies Branch (FSB) at the NIOSH Morgantown campus in support of laboratory operations. The contractor is responsible for furnishing all materials and resources necessary to supply, handle, and deliver gas cylinders in accordance with the terms of the BPA.

Gas cylinders shall be provided on an as-needed basis throughout the BPA period of performance. Orders will be placed by the government as requirements arise, and the quantity and frequency of orders will vary based on laboratory operational needs. There is no express or implied guarantee that the estimated quantities will be purchased.

Estimated annual quantities of required compressed gases are provided in **Table 1** for planning purposes only. These estimates represent historical and anticipated usage and are not commitments by the government.

Pricing for individual gas cylinders shall be established on a per-cylinder basis and shall be inclusive of all associated costs necessary to provide the cylinders, including cylinder rental, hazardous materials handling, and delivery. No separate or additional rental or handling fees shall be charged.

The contractor shall ensure that all gases provided meet applicable quality, safety, and regulatory standards and are suitable for use with the government's existing laboratory instrumentation. Consistent quality and reliable delivery are critical to maintaining laboratory operations and analytical integrity.

SECTION 4 – TASKS TO BE PERFORMED

Under this BPA, the contractor shall perform the following tasks in support of the Field Studies Branch's laboratory operations:

4.1 Supply of Compressed Gases

The contractor shall furnish contractor-owned compressed gas cylinders in the types, grades, and cylinder sizes specified by the government at the time of order. Gases provided shall be suitable for use with the government's existing laboratory instrumentation.

4.2 Order Fulfillment

The contractor shall receive and process orders placed by the government under the BPA and deliver the requested gas cylinders to the NIOSH Morgantown campus in accordance with the delivery requirements specified in this Statement of Work. Orders will be placed on an as-needed basis, and quantities will vary.

4.3 Delivery and Handling

The contractor shall be responsible for the safe handling, transportation, and delivery of gas

cylinders to designated locations on the NIOSH Morgantown campus. All deliveries shall comply with applicable safety, transportation, and hazardous materials regulations.

4.4 Cylinder Management
The contractor shall manage the provision and exchange of contractor-owned cylinders, including the removal of empty or expired cylinders, as applicable, in accordance with BPA terms.

4.5 Quality Assurance
The contractor shall ensure that all gases delivered meet applicable quality standards and specifications and are free from defects that could adversely affect laboratory operations or analytical results.

SECTION 5 – GOVERNMENT FURNISHED PROPERTY
No government-furnished property, equipment, or materials will be provided under this BPA.

SECTION 6 – PLACE OF PERFORMANCE AND CONTRACT SUPPORT HOURS

SUBSECTION A – PLACE OF PERFORMANCE
Contractor-owned gas cylinders shall be delivered to the NIOSH Morgantown campus located at 1095 Willowdale Road, Morgantown, West Virginia 26505, or other designated delivery locations on campus as specified at the time of order.

SUBSECTION B – CONTRACT SUPPORT HOURS
No specific contract support hours are required under this BPA. Deliveries will be coordinated between the contractor and the government in accordance with BPA ordering procedures.

SECTION 7 – TRAVEL
No contractor travel is required under this BPA.

SECTION 8 – SUPPLY REQUIREMENTS AND ESTIMATED QUANTITIES
This section identifies the types of compressed gases and cylinder specifications required to support Field Studies Branch laboratory operations. The quantities listed represent estimated maximum annual requirements for planning purposes only. There is no express or implied guarantee that the government will order these quantities under the BPA.

Gas cylinders shall be ordered by the government on an as-needed basis throughout the BPA period of performance. Delivery schedules will be coordinated at the time of order.

Table: 1 Supply Requirements and Estimated Quanitites

Gas Type	Gas Cylinder Specifications	Estimated Quantiy*	Ordering Frequency	Unit Price
Air, Compressed, Ultra Zero	High-pressure steel “T” cylinder; 2400 psiG; Ultra Zero grade; 310 cf (8.6 m^3)	Up to 29 cylinders	As needed	

Gas Type	Gas Cylinder Specifications	Estimated Quantiy*	Ordering Frequency	Unit Price
Helium, Compressed, Ultra High Purity (99.999% / 5.0)	High-pressure steel "T" cylinder; 2400 psiG; 291 cf (8.07 m^3)	Up to 19 cylinders	As needed	
Nitrogen, Refrigerated Liquid	Stainless steel LC230-style cryogenic container; 50 psiG; industrial-grade liquid; 5023 cf (140 m^3)	Up to 104 cylinders	As needed	
Nitrogen, Compressed, Ultra High Purity (99.999% / 5.0)	High-pressure steel "T" cylinder; 2400 psiG; 304 cf (8.43 m^3)	Up to 29 cylinders	As needed	

Estimated quantities are not guaranteed and may vary based on laboratory workload and operational requirements.

SUBSECTION A – PERFORMANCE MATRIX

A formal performance matrix is not required for this BPA. Contractor performance will be assessed based on timely delivery, compliance with technical specifications, and adherence to applicable safety and quality requirements as described in this Statement of Work.

SECTION 9 – REFERENCE MATERIALS

No reference materials are applicable to this Statement of Work.

SECTION 10 – ADDITIONAL REQUIREMENTS

Section 508 and Accessibility Requirements

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all information and communication technology (ICT) supplies, products, platforms, information, documentation, and services, or support developed, acquired, maintained or delivered under this contract or order must comply with the Revised 508 Standards, which are located at 36 C.F.R. 1194.1 and Appendices A, B, and C, and are available at https://www.access-board.gov/ict/. Information about Section 508 is available at https://www.hhs.gov/web/section-508/index.html.

(b) Additional Section 508 accessibility standards applicable to this contract or order are identified as follows:

205 WCAG 2.0 Level A & AA Success Criteria

302 Functional Performance Criteria

502 Inoperability with Assistive Technology

504 Authoring Tools

602 Support Documentation

603 Support Services

If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

Contractor-Owned Cylinders

The contractor shall retain ownership of all contractor-furnished cylinders provided under this BPA.

The contractor shall provide, exchange, maintain, and remove cylinders as necessary to support Government ordering requirements.

Pricing shall include all costs associated with contractor-owned cylinders, including:

- cylinder rental,
- maintenance,
- handling,
- regulatory compliance,
- and delivery.

The Government shall not be responsible for normal wear and tear to contractor-owned cylinders.

Loss or damage beyond normal wear and tear shall be resolved in accordance with standard commercial practices and mutually agreed-upon replacement terms.

The contractor shall ensure all cylinders comply with applicable DOT, OSHA, and hazardous materials regulations.

Foreign Ownership and Restricted Sources

The Contractor shall comply with all applicable Federal laws, regulations, executive orders, and contract clauses concerning prohibited foreign ownership, control, influence, or sourcing.

The Contractor shall notify the Contracting Officer within five business days of any change in ownership, control, or corporate structure that may affect compliance with such requirements.

Upon request, the Contractor shall provide documentation sufficient for the Government to verify compliance.

Pricing and Invoicing Restrictions

The Government's obligation is limited to the prices established in the BPA. No additional charges, fees, surcharges, cylinder rental costs, administrative fees, environmental fees, fuel surcharges, hazardous materials fees, regulatory fees, convenience fees, processing fees, or similar charges shall be invoiced or paid unless expressly identified in the BPA schedule and authorized in writing by the Contracting Officer.

Orders placed under this BPA using the Government Purchase Card shall be accepted at the BPA prices without additional charges or fees.

Any invoice containing unapproved charges may be rejected and returned for correction.

SECTION 11 – CONTRACTING OFFICER'S REPRESENTATIVE INFORMATION

Alyson Fortner
COR Level II
National Institute for Occupational Safety and Health (NIOSH)
Centers for Disease Control and Prevention (CDC)

Physical Facility Address:
Resipiratory Health Division
1095 Willowdale Road
Morgantown, WV 26505

Shipping Address:
National Institute for Occupational Safety and Health
Respiratory Health Division
1000 Frederick Lane, Mail Stop H 2800
Morgantown, WV 26508

Telephone Number: 304-285-5851
Fax Number: 304-285-5820
E-mail Address: afortner@cdc.gov

Part 4 – Contract Clauses and Provisions

FAR 52.252-2 — CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

https://www.acquisition.gov/far
FAR Overhaul - Part 52 | Acquisition.GOV
https://www.acquisition.gov/hhsar

(End of Clause)

Clause #	**Title**	**Date**
FAR 52.204-7	System for Award Management	May 2025 (Deviation)
FAR 52.204-13	System for Award Management Maintenance	Oct 2018
FAR 52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
FAR 52.204-27	Prohibition on a ByteDance Covered Application	Jun 2023

FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
FAR 52.212-1	Instructions to Offerors—Commercial Products and Commercial Services	May 2025 (Deviation)
FAR 52.212-2	Evaluation—Commercial Products and Commercial Services	May 2025 (Deviation)
FAR 52.212-3	Offeror Representations and Certifications—Commercial Products and Commercial Services	May 2025 (Deviation)
FAR 52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services	May 2025 (Deviation)
FAR 52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services	May 2025 (Deviation)
FAR 52.222-3	Convict Labor	Apr 2026 (Deviation)
FAR 52.222-19	Child Labor—Cooperation with Authorities and Remedies	Apr 2026 (Deviation)
FAR 52.222-35	Equal Opportunity for Veterans	Apr 2026 (Deviation)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	Apr 2026 (Deviation)
FAR 52.222-37	Employment Reports on Veterans	Apr 2026 (Deviation)
FAR 52.222-50	Combating Trafficking in Persons	Apr 2026 (Deviation)
FAR 52.222-90	Addressing DEI Discrimination by Federal Contractors	Apr 2026 (Deviation)
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020
FAR 52.223-23	Sustainable Products	Apr 2026 (Deviation)
FAR 52.225-1	Buy American—Supplies	Mar 2026 (Deviation)
FAR 52.225-3	Buy American—Free Trade Agreements—Israeli Trade Act	Mar 2026 (Deviation)
FAR 52.225-5	Trade Agreements	Mar 2026 (Deviation)
FAR 52.232-33	Payment by Electronic Funds Transfer—System for Award Management	Apr 2026 (Deviation)

FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
HHSAR 352.203-70	Anti-Lobbying	Dec 2015
HHSAR 352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	Dec 2015
HHSAR 352.227-70	Publications and Publicity	Dec 2015
HHSAR 352.232-71	Electronic Submission of Payment Requests (RFO DEVIATION)	Apr 2026

FAR 52.217-8 — OPTION TO EXTEND SERVICES (MAR 2000)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

(End of Clause)

FAR 52.217-9 — OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

FAR 52.252-6 — AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

FAR 52.232-39 — Unenforceability of Unauthorized Obligations (JUN 2013)
(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation, the following shall govern:

(1) Any such clause is unenforceable against the Government.
(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement.
(3) If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism, execution does not bind the Government or any Government authorized end user to such clause.
(4) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(c) Neither the absence of any applicable agency regulation or procedure nor the failure of the contracting officer to comply with any applicable agency regulation or procedure shall invalidate this clause.

(d) The substantive requirements of this clause shall be included in all subcontracts under this contract.

(End of Clause)

HHSAR 352.232-71 — Electronic Submission of Payment Requests (APR 2026) (RFO DEVIATION)

(a) Definitions. As used in this clause—
Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Submission instructions. Except as provided in paragraph (c) of this clause, the Contractor must submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) Alternate submission procedures. The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) Submission of alternate payment procedures authorization. If alternate payment procedures are authorized, the Contractor must include a copy of the Contracting Officer's written authorization with each payment request.

(End of Clause)

HHSAR 352.239-78 — Electronic and Information and Communication Technology Accessibility Notice (MAR 2024) (DEVIATION)

(a) Any offeror responding to this solicitation must comply with established HHS Information and Communication Technology (ICT) accessibility standards. Information about Section 508 is available at https://www.hhs.gov/web/section-508/index.html.

(b) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-79, Information and Communication Technology Accessibility. In order to facilitate the Government's determination whether proposed ICT supplies, products, platforms, information, and documentation meet applicable Section 508 accessibility standards, offerors must submit an appropriate HHS Section 508 Accessibility Conformance Checklist (see https://www.hhs.gov/web/section-508/accessibility-checklists/index.html) or an Accessibility Conformance Report (ACR) (based on the Voluntary Product Accessibility Template (VPAT) see https://www.itic.org/policy/accessibility/vpat), in accordance with the completion instructions.

The purpose of the checklists and conformance reports are to assist HHS acquisition and program officials in determining whether proposed ICT supplies, products, platforms, information, and documentation conform to applicable Section 508 accessibility standards. Checklists and ACRs evaluate—in detail—whether the ICT conforms to specific Section 508 accessibility standards and identifies remediation efforts needed to address conformance issues.

(c) If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies, products, platforms, information, documentation, or services support delivered do not conform to the described accessibility standards, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(d) In order to facilitate the Government's determination whether proposed ICT supplies meet applicable Section 508 accessibility standards, offerors must submit an Accessibility Conformance Report, in accordance with its completion instructions and tailored to the requirements in the solicitation.

The purpose of the Report is to assist HHS acquisition and program officials in determining whether proposed ICT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document, in detail, whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues.

Instructions for preparing the Template are available at https://www.section508.gov/.
(e) Additionally, offerors must provide enough information to assist the Government in determining that the ICT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(f) Respondents to this solicitation must identify any inability to conform to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(g) Items delivered as electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at http://508.hhs.gov/. Materials, other than items incidental to contract management, that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Contracting Officer's Representative.

(End of Provision)

HHSAR 352.239-79 — Electronic and Information and Communication Technology Accessibility (MAR 2024) (DEVIATION)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all information and communication technology (ICT) supplies, products, platforms, information, documentation, and services support developed, acquired, maintained or delivered under this contract or order must comply with the Revised 508 Standards, which are located at 36 C.F.R. 1194.1 and Appendices A, B, and C, and are available at https://www.access-board.gov/ict/. Information about Section 508 is available at https://www.hhs.gov/web/section-508/index.html.

(b) Additional Section 508 accessibility standards applicable to this contract or order may be identified in the specification, statement of work, or performance work statement.
If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

205 WCAG 2.0 Level A & AA Success Criteria

302 Functional Performance Criteria

502 Inoperability with Assistive Technology

504 Authoring Tools

602 Support Documentation

603 Support Services

(c) In the event of a modification(s) to this contract or order, which adds new ICT supplies or services or revises the type of, or specifications for, supplies, products, platforms, information, documentation, or services support, the Contracting Officer shall require that the Contractor submit a completed HHS Section 508 Accessibility Conformance Checklist (see https://www.hhs.gov/web/section-508/accessibility-checklists/index.html) or an Accessibility Conformance Report (ACR) (based on the Voluntary Product Accessibility Template (VPAT) see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards.

If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(d) If this is an Indefinite-Delivery type contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include ICT supplies, products, platforms, information, documentation, or services support will define the specifications and accessibility standards for the order.

In those cases, the Contractor shall be required to provide a completed HHS Section 508 Accessibility Conformance Checklist (see https://www.hhs.gov/web/section-508/accessibility-checklists/index.html) or an ACR (based on the VPAT see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies, products, platforms, information, documentation, or services support conform to Section 508 accessibility standards.

If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) The Contractor shall identify to the Contracting Officer any perceived exception or exemption to Section 508 requirements.

(End of Clause)

CDCG.02 — Contracting Officer's Representative (COR) (Jul 2017)
Performance of the work hereunder shall be subject to the technical directions of the designated COR for this contract.

As used herein, technical directions are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of work set forth herein. These technical directions must be within the general scope of work and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in the stated contract price/cost, or any stated limitation thereof.

In the event that the Contractor believes full implementation of any of these directions may exceed the scope of the contract, it shall notify the originator of the technical direction and the Contracting Officer immediately or as soon as possible in a letter or e-mail separate from any required report(s).

No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract.
The Government COR is not authorized to change any of the terms and conditions of this contract. Contract changes shall be made only by the Contracting Officer through properly written modification(s) to the contract.

The Government will provide the Contractor with a copy of the COR delegation memorandum upon request.

CDCG.03 — Contracting Officer (Jul 1999)
(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

(b) No information, other than that contained in an authorized modification to this contract, duly issued by the Contracting Officer, received from any person employed by the United States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract.

CDCG.04 — Contract Communications/Correspondence (Jul 1999)
The Contractor shall identify all correspondence, reports, and other data pertinent to this contract or order by imprinting thereon the contract number (and order number if applicable) from Page 1 of the contract.

CDCG.07 — Payment by Electronic Funds Transfer (Jan 2026)

(a) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) In the case that EFT information is not within the System for Award Management, FAR 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management, requires mandatory submission of Contractor's EFT information directly to the office designated in this contract to receive that information.

(c) In cases where the contractor has previously provided such information pursuant to a prior contract/order and been enrolled in the program, the form is not required unless the designated financial institution has changed.

CDCH.05 — Prohibition of Food, Meals and Light Refreshments (Jun 2012)
The inclusion of food, meals, beverages or light refreshments is expressly prohibited in the performance of this contract and is considered an unallowable contract expense.

This prohibition on the inclusion of food shall be flowed down and included in all subcontracts, purchase orders, and agreements issued in the performance of this contract.

Food and meals may not be accepted and shall not be provided even if offered at no additional cost to CDC.

CDCH.08 — Smoke Free Working Environment (May 2009)
In compliance with Department of Health and Human Services (DHHS) regulations, all contractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times.

This policy prohibits smoking in all CDC/ATSDR buildings and in front of buildings which are open to the public.

This policy is also applicable to contractor personnel who do not work full-time within CDC/ATSDR facilities, but are attending meetings within CDC/ATSDR facilities.

CDCH.12 — Observance of Legal Holidays and Unscheduled Facility Closures (On-site Performance) (Jan 2026)

(a) Holidays — The Government observes the holidays as listed by the Office of Personnel Management, as well as:

- Any other day designated by Federal Statute;
- Any other day designated by Executive Order; and
- Any other day designated by Presidential proclamation.

For purposes of contract performance, the Contractor shall observe the above holidays on the date observed by the Government.

Observance of such days shall not be cause for an additional period of performance or entitlement to compensation except as otherwise set forth in the contract.
No form of holiday or other premium compensation will be reimbursed unless authorized in advance and in writing by the Contracting Officer.

(b) Unscheduled Facility Closures
In the event Government facilities are closed due to inclement weather, potentially hazardous or unsafe conditions, or other special circumstances, contractor personnel assigned to work within those facilities are automatically dismissed.

CDCH.20 — Non-Personal Services (Jun 2020)
(a) Personal services shall not be performed under this contract. Although the Government may provide sporadic or occasional instructions within the scope of the contract, the Contractor is responsible for control and supervision of its employees.

(b) No Contractor employee shall hold himself or herself out to be a Government employee, agent, or representative.

(c) In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work.

CDCL.01 — Questions (Jan 2026)
Questions concerning the solicitation document should be submitted in writing to the issuing contracting office. Any additions, deletions, or chf52.99anges to the solicitation will be made by amendment.

Questions should be received at the Contracting Office no later than Monday June 15, 2025 by 9 am ET and may be submitted via e-mail to Ann Bonis, won5@cdc.gov.

CDCL.02 — Alternate Protest Procedures (Jan 2026)
(a) In accordance with FAR 33.104-4(a)(5), interested parties may request an independent review of their agency protest at a level above the contracting officer.

(b) Protests or appeals shall be submitted to the Associate Director for Acquisition Services, Office of Acquisition Services, Office of Financial Resources, Centers for Disease Control and Prevention by email at ftg4@cdc.gov

Part 5 – Instructions, Conditiations, and Notices to Quoters

1. General Instructions

This solicitation is issued as a Request for Quotations (RFQ) for the establishment of a competitive Blanket Purchase Agreement (BPA) for commercial compressed gas supply services in support of the National Institute for Occupational Safety and Health (NIOSH), Morgantown, West Virginia.

The Government intends to establish a BPA using streamlined commercial acquisition procedures consistent with FAR Part 12 and applicable ROFAR deviations.

Award may be made without exchanges. Offerors are encouraged to submit their best quotation initially.

2. Questions

In accordance with CDCL.01 Questions (Jan 2026), questions concerning this solicitation shall be submitted in writing to the issuing contracting office.

Questions shall be received no later than Monday June 15, 2026 by 9 am ET..

Questions shall be submitted via email to:
Ann Bonis, won5@cdc.gov

The Government reserves the right to not respond to questions received after the stated deadline.

3. Submission Requirements

Quoters shall submit the following separate volumes:

Volume	Title
Volume I	Technical Quotation
Volume II	Price Quotation

Quotations shall be submitted electronically to the Contracting Officer, Ann Bonis, won5@cdc.gov.

4. Volume I — Technical Quotation Instructions

The technical quotation shall not exceed ten (10) pages excluding:

- cover page;
- table of contents;
- past performance references;
- product literature;
- and certifications.

Technical quotations shall be:

- single-spaced;
- 12-point font minimum;
- 8.5 x 11-inch pages;
- with one-inch margins.

The technical quotation shall not contain pricing information.

The technical quotation shall include the following sections:

(a) Technical Approach

The Quoter shall demonstrate its understanding of the requirement and ability to provide compressed gas cylinders in accordance with the Statement of Work (SOW). At a minimum, the quotation shall address:

1. Supply the compressed gas types and cylinder configurations identified in Section 8 of the SOW;
2. Provide contractor-owned cylinders suitable for use with the Government's existing laboratory equipment;
3. Comply with all applicable federal, state, and local regulations governing the production, handling, transportation, and delivery of compressed gases;
4. Safely handle, transport, exchange, and deliver compressed gas cylinders;
5. Reliably deliver gas cylinders to the NIOSH Morgantown campus on an as-needed basis;
6. Provide gases meeting the purity and technical specifications identified in the SOW.

The Offeror shall describe:

- delivery procedures;

- order fulfillment process;
- cylinder exchange procedures;
- quality assurance procedures;
- and safety compliance practices.

(b) Technical Acceptability Documentation

The Offeror shall provide sufficient technical information to demonstrate:

- proposed gases meet required purity levels;
- cylinders are suitable for laboratory analytical instrumentation;
- and proposed products comply with applicable safety standards.
- The Offeror shall identify the legal entity that owns the compressed gas cylinders proposed for use under this BPA and certify that neither the Offeror nor the proposed equipment is subject to any Federal prohibition relating to foreign ownership, control, or influence that would preclude award.

Product literature or specification sheets may be included.

5. Volume II — Price Quotation Instructions

The Price Quotation shall include:

1. Completed Part 2 — Supplies or Services and Prices/Costs (CLIN Schedule);
2. Completed Part 3, Section 8, Table 1 — Supply Requirements and Estimated Quantities;
3. Unit pricing for each required gas type and cylinder configuration;
4. UEI information;
5. SAM registration confirmation.

Pricing shall be provided on a per-cylinder basis and shall be fully burdened and inclusive of all costs necessary to provide the required compressed gas cylinders, including:

- cylinder rental;
- delivery;
- hazardous materials handling;
- cylinder exchange;
- and all associated costs.

No separate rental, delivery, or handling fees shall be charged unless specifically identified in the quotation.

Offerors shall identify all pricing elements applicable to performance under this BPA. Any charge not specifically identified in the quotation and incorporated into the BPA shall be considered included in the quoted unit prices and shall not be separately billable.

Pricing shall remain valid for 120 calendar days after quotation submission.

Estimated quantities identified in Table 1 are provided for evaluation and planning purposes only and do not represent guaranteed minimum quantities. Orders will be placed on an as-needed basis throughout the BPA period of performance.

Part 6 – Evalaution Factors for Award

1. FAR 52.212-2 — Evaluation—Commercial Products and Commercial Services (MAY 2025) (DEVIATION)

(a) The Government will award a contract resulting from this solicitation to the responsible Offeror whose quotation conforming to the solicitation represents the Lowest Price Technically Acceptable (LPTA) quotation.

The following evaluation factors shall be used to evaluate quotations:

1. Technical Acceptability
2. Price

Technical Acceptability shall be evaluated on an acceptable/unacceptable basis and will not be comparatively ranked.

To be determined technically acceptable, the quotation must demonstrate the Offeror's ability to:

- supply the required compressed gases and cylinder configurations;
- demonstrate compliance with all applicable Federal safety, transportation, sourcing, foreign ownership, and regulatory requirements applicable to performance under this BPA;
- provide reliable delivery services to the NIOSH Morgantown campus;
- and meet all material requirements of the Statement of Work.

Price will be evaluated for reasonableness and completeness.
Award will be made to the responsible Offeror submitting the lowest-priced quotation determined technically acceptable.

(b) The Government may reject any or all quotations if such action is in the public interest.

(c) The Government intends to evaluate quotations and make award without exchanges. Therefore, the Offeror's initial quotation should contain the Offeror's best terms from a technical and price standpoint.

(End of Provision)

2. The Government reserves the right to establish one or more BPAs or make no award at all.

3. **Basis for Award**

The Government intends to award a Blanket Purchase Agreement (BPA) to the responsible Offeror whose quotation:

- conforms to the solicitation requirements;
- is determined technically acceptable;
- and offers the lowest evaluated price.

The Government will use a Lowest Price Technically Acceptable (LPTA) source selection process.

Technical quotations will be evaluated on an acceptable/unacceptable basis.

No tradeoffs will be conducted.

4. Technical Acceptability Evaluation
Technical quotations will be evaluated to determine whether the Offeror demonstrates the capability to successfully perform the requirements identified in the Statement of Work.

To be determined technically acceptable, the quotation must demonstrate the ability to:

1. Supply the required compressed gas types and cylinder configurations identified in Section 8 of the SOW;
2. Comply with all applicable federal, state, and local regulations governing the production, handling, transportation, and delivery of compressed gases;
3. Provide contractor-owned cylinders suitable for use with the Government's existing laboratory equipment;
4. Reliably and safely deliver compressed gas cylinders to the NIOSH Morgantown campus on an as-needed basis;
5. Provide gases meeting the technical purity and quality requirements identified in the SOW.

The Government will evaluate:

- technical capability;
- delivery capability;
- regulatory compliance;
- safety practices;
- and technical conformance of proposed products.

A quotation receiving an "Unacceptable" rating may be ineligible for award.

5. Price Evaluation
The Government will evaluate pricing for:

- completeness;
- accuracy;

- and reasonableness.

The Government may compare quoted prices with:
- historical pricing;
- market research;
- competition received;
- and the Independent Government Estimate (IGE).

The total evaluated price will include:
- the base period;
- all option periods;
- and any evaluated options identified in the solicitation.

The Government reserves the right to determine a quotation unacceptable if pricing is materially unbalanced or unrealistic.