AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 24

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
00002	08/11/2026		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Centers for Disease Control and Prevention Chamblee Campus Building 102, MS S102-4 4770 Buford Hwy Atlanta GA 303413717			

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
		75D301-26-Q-79167
	X	9B. DATED *(See Item 11)* 07/30/2026
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED *(See Item 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers X is extended, __ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 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 ACKNOWLEGMENT 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)*
N/A

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

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [X] 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 AMENDMENT IS TO DO THE FOLLOWING:

1. Correct the NAICS and PSC listed on Page 2 of Amendment 00001. *All revisions are highlighted in yellow.*
2. Extend the quote due date until 10:00 AM ET August 14, 2026.

OFFERORS ARE TO ACKNOWLEDGE RECEIPT OF THIS AMENDMENT WITH QUOTE SUBMISSION

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 OF CONTRACTING OFFICER	
		Denedra Hardy	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED

SOLICITATION NUMBER: 75D301-26-Q-79167

AMENDMENT 00002

OFFERORS ARE TO ACKNOWLEDGE RECEIPT OF THIS AMENDMENT WITH QUOTE SUBMISSION

Solicitation Title: Delivery of Compressed Gases to the National Institute for Occupational Safety and Health (NIOSH), Health Effects Laboratory Division, Chemical and Biological Monitoring Branch (HELD/CBMB)

ISSUANCE DATE: August 11, 2026

Issuing Office: Centers for Disease Control and Prevention (CDC)/ Office of the Chief Operating Officer (OCOO)/ Office of Financial Resources (OFR)/ Office of Acquisition Services (OAS)

Agency Contact: Denedra Hardy, Contract Specialist, qfa5@cdc.gov, 404-498-3371 Secondary: Sherrie Randall, iom2@cdc.gov, 770-488-2866

NAICS Code and Small Business Size Standard: This is a Total Small Business Set-Aside (19.5). The principal nature of the requirements described in this solicitation is consistent with NAICS code 325120 - Industrial Gas Manufacturing.

Offerors must qualify as a small business under the applicable NAICS code.

Product Service Code (PSC): The supplies in this solicitation are best represented by PSC Code: 6830 – Gases: Compressed and Liquefied.

Type of Contract: The order resulting from this solicitation will be Firm Fixed Price.

Type of Supplies: The type of supplies under this solicitation are commercial.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SUPPLIES / SERVICES	MINIMUM VALUE	MAXIMUM VALUE
This Blanket Purchase Agreement (BPA) is for Delivery of Compressed Gases to the National Institute for Occupational Safety and Health (NIOSH), Health Effects Laboratory Division, Chemical and Biological Monitoring Branch (HELD/CBMB) in accordance with the Statement of Work. There is no express or implied guarantee that any specific quantity will be purchased. The prices for individual gas cylinders include all applicable rental and hazardous materials (hazmat) charges. Period of Performance: 1 September 2026 - 30 August 2031	$0.00	**NOT TO EXCEED** $250,000.00 Base: $50,000.00 Option Year 1: $50,000.00 Option Year 2: $50,000.00 Option Year 3: $50,000.00 Option Year 4: $50,000.00

B.1 PRICE LIST

Base Period: 1 September 2026– 30 August 2027

ITEM	SUPPLIES / SERVICES	QTY /UNIT	UNIT PRICE	EXTENDED PRICE
0001	ARGON, COMPRESSED, ULTRA HIGH PURITY, 99.999%	1/Each	$	$
0002	ARGON, REFRIGERATED LIQUID, 230 L, HIGH PRESSURE	1/Each	$	$
0003	AIR, COMPRESSED, PREPURIFIED	1/Each	$	$
0004	AIR, COMPRESSED, ULTRA ZERO/UHP	1/Each	$	$
0005	CARBON DIOXIDE, LIQUID USP	1/Each	$	$
0006	CARBON DIOXIDE, LIQUID with Syphon tube USP	1/Each	$	$
0007	CARBON DIOXIDE, COMPRESSED, 99.9%	1/Each	$	$
0008	CARBON DIOXIDE, COMPRESSED with Syphon, 99.9%	1/Each	$	$
0009	CARBON DIOXIDE, COMPRESSED BONE DRY 99.8%+	1/Each	$	$
0010	CARBON DIOXIDE, COMPRESSED with Syphon BONE DRY 99.8%+	1/Each	$	$
0011	CARBON DIOXIDE, ULTRA HIGH PURITY	1/Each	$	$
0012	HELIUM, COMPRESSED, 99.999% UHP, 519CF	1/Each	$	$
0013	HELIUM COMPRESSED, 99.999% UHP, 300CF	1/Each	$	$
0014	HELIUM, COMPRESSED, PREPURIFIED/TECHNICAL GRADE, 99.995%	1/Each	$	$
0015	HYDROGEN, COMPRESSED, ULTRA HIGH PURITY 99.999%	1/Each	$	$
0016	NITROGEN COMPRESSED, PREPURIFIED 99.99%	1/Each	$	$
0017	NITROGEN COMPRESSED, Ultra high purity, 99.999%	1/Each	$	$
0018	NITROGEN, COMPRESSED, RESEARCH GRADE 99.9999%	1/Each	$	$
0019	NITROGEN, REFRIGERATED LIQUID, LOW PRESSURE, 180L	1/Each	$	$
0020	NITROGEN REFRIGERATED LIQUID, HIGH PRESSURE, 180L	1/Each	$	$

0021	NITROGEN REFRIGERATED LIQUID, High Pres, 99.998% LC230 50 PSI	1/Each	$	$
0022	NITROGEN REFRIGERATED LIQUID, Low Pres, 99.998% LC230 25 PSI	1/Each	$	$
0023	OXYGEN COMPRESSED ULTRA HIGH PURITY	1/Each	$	$

Option Period 1: 1 September 2027– 30 August 2028

ITEM	SUPPLIES / SERVICES	QTY /UNIT	UNIT PRICE	EXTENDED PRICE
1001	ARGON, COMPRESSED, ULTRA HIGH PURITY, 99.999%	1/Each	$	$
1002	ARGON, REFRIGERATED LIQUID, 230 L, HIGH PRESSURE	1/Each	$	$
1003	AIR, COMPRESSED, PREPURIFIED	1/Each	$	$
1004	AIR, COMPRESSED, ULTRA ZERO/UHP	1/Each	$	$
1005	CARBON DIOXIDE, LIQUID USP	1/Each	$	$
1006	CARBON DIOXIDE, LIQUID with Syphon tube USP	1/Each	$	$
1007	CARBON DIOXIDE, COMPRESSED, 99.9%	1/Each	$	$
1008	CARBON DIOXIDE, COMPRESSED with Syphon, 99.9%	1/Each	$	$
1009	CARBON DIOXIDE, COMPRESSED BONE DRY 99.8%+	1/Each	$	$
1010	CARBON DIOXIDE, COMPRESSED with Syphon BONE DRY 99.8%+	1/Each	$	$
1011	CARBON DIOXIDE, ULTRA HIGH PURITY	1/Each	$	$
1012	HELIUM, COMPRESSED, 99.999% UHP, 519CF	1/Each	$	$
1013	HELIUM COMPRESSED, 99.999% UHP, 300CF	1/Each	$	$
1014	HELIUM, COMPRESSED, PREPURIFIED/TECHNICAL GRADE, 99.995%	1/Each	$	$
1015	HYDROGEN, COMPRESSED, ULTRA HIGH PURITY 99.999%	1/Each	$	$
1016	NITROGEN COMPRESSED, PREPURIFIED 99.99%	1/Each	$	$
1017	NITROGEN COMPRESSED, Ultra high purity, 99.999%	1/Each	$	$
1018	NITROGEN, COMPRESSED, RESEARCH GRADE 99.9999%	1/Each	$	$
1019	NITROGEN, REFRIGERATED LIQUID, LOW PRESSURE, 180L	1/Each	$	$
1020	NITROGEN REFRIGERATED LIQUID, HIGH PRESSURE, 180L	1/Each	$	$
1021	NITROGEN REFRIGERATED LIQUID, High Pres, 99.998% LC230 50 PSI	1/Each	$	$
1022	NITROGEN REFRIGERATED LIQUID, Low Pres, 99.998% LC230 25 PSI	1/Each	$	$
1023	OXYGEN COMPRESSED ULTRA HIGH PURITY	1/Each	$	$

Option Period 2: 1 September 2028– 30 August 2029

ITEM	SUPPLIES / SERVICES	QTY /UNIT	UNIT PRICE	EXTENDED PRICE
2001	ARGON, COMPRESSED, ULTRA HIGH PURITY, 99.999%	1/Each	$	$
2002	ARGON, REFRIGERATED LIQUID, 230 L, HIGH PRESSURE	1/Each	$	$

2003	AIR, COMPRESSED, PREPURIFIED	1/Each	$	$
2004	AIR, COMPRESSED, ULTRA ZERO/UHP	1/Each	$	$
2005	CARBON DIOXIDE, LIQUID USP	1/Each	$	$
2006	CARBON DIOXIDE, LIQUID with Syphon tube USP	1/Each	$	$
2007	CARBON DIOXIDE, COMPRESSED, 99.9%	1/Each	$	$
2008	CARBON DIOXIDE, COMPRESSED with Syphon, 99.9%	1/Each	$	$
2009	CARBON DIOXIDE, COMPRESSED BONE DRY 99.8%+	1/Each	$	$
2010	CARBON DIOXIDE, COMPRESSED with Syphon BONE DRY 99.8%+	1/Each	$	$
2011	CARBON DIOXIDE, ULTRA HIGH PURITY	1/Each	$	$
2012	HELIUM, COMPRESSED, 99.999% UHP, 519CF	1/Each	$	$
2013	HELIUM COMPRESSED, 99.999% UHP, 300CF	1/Each	$	$
2014	HELIUM, COMPRESSED, PREPURIFIED/TECHNICAL GRADE, 99.995%	1/Each	$	$
2015	HYDROGEN, COMPRESSED, ULTRA HIGH PURITY 99.999%	1/Each	$	$
2016	NITROGEN COMPRESSED, PREPURIFIED 99.99%	1/Each	$	$
2017	NITROGEN COMPRESSED, Ultra high purity, 99.999%	1/Each	$	$
2018	NITROGEN, COMPRESSED, RESEARCH GRADE 99.9999%	1/Each	$	$
2019	NITROGEN, REFRIGERATED LIQUID, LOW PRESSURE, 180L	1/Each	$	$
2020	NITROGEN REFRIGERATED LIQUID, HIGH PRESSURE, 180L	1/Each	$	$
2021	NITROGEN REFRIGERATED LIQUID, High Pres, 99.998% LC230 50 PSI	1/Each	$	$
2022	NITROGEN REFRIGERATED LIQUID, Low Pres, 99.998% LC230 25 PSI	1/Each	$	$
2023	OXYGEN COMPRESSED ULTRA HIGH PURITY	1/Each	$	$

Option Period 3: 1 September 2029– 30 August 2030

ITEM	SUPPLIES / SERVICES	QTY /UNIT	UNIT PRICE	EXTENDED PRICE
3001	ARGON, COMPRESSED, ULTRA HIGH PURITY, 99.999%	1/Each	$	$
3002	ARGON, REFRIGERATED LIQUID, 230 L, HIGH PRESSURE	1/Each	$	$
3003	AIR, COMPRESSED, PREPURIFIED	1/Each	$	$
3004	AIR, COMPRESSED, ULTRA ZERO/UHP	1/Each	$	$
3005	CARBON DIOXIDE, LIQUID USP	1/Each	$	$
3006	CARBON DIOXIDE, LIQUID with Syphon tube USP	1/Each	$	$
3007	CARBON DIOXIDE, COMPRESSED, 99.9%	1/Each	$	$
3008	CARBON DIOXIDE, COMPRESSED with Syphon, 99.9%	1/Each	$	$
3009	CARBON DIOXIDE, COMPRESSED BONE DRY 99.8%+	1/Each	$	$
3010	CARBON DIOXIDE, COMPRESSED with Syphon BONE DRY 99.8%+	1/Each	$	$
3011	CARBON DIOXIDE, ULTRA HIGH PURITY	1/Each	$	$
3012	HELIUM, COMPRESSED, 99.999% UHP, 519CF	1/Each	$	$
3013	HELIUM COMPRESSED, 99.999% UHP, 300CF	1/Each	$	$

3014	HELIUM, COMPRESSED, PREPURIFIED/TECHNICAL GRADE, 99.995%	1/Each	$	$
3015	HYDROGEN, COMPRESSED, ULTRA HIGH PURITY 99.999%	1/Each	$	$
3016	NITROGEN COMPRESSED, PREPURIFIED 99.99%	1/Each	$	$
3017	NITROGEN COMPRESSED, Ultra high purity, 99.999%	1/Each	$	$
3018	NITROGEN, COMPRESSED, RESEARCH GRADE 99.9999%	1/Each	$	$
3019	NITROGEN, REFRIGERATED LIQUID, LOW PRESSURE, 180L	1/Each	$	$
3020	NITROGEN REFRIGERATED LIQUID, HIGH PRESSURE, 180L	1/Each	$	$
3021	NITROGEN REFRIGERATED LIQUID, High Pres, 99.998% LC230 50 PSI	1/Each	$	$
3022	NITROGEN REFRIGERATED LIQUID, Low Pres, 99.998% LC230 25 PSI	1/Each	$	$
3023	OXYGEN COMPRESSED ULTRA HIGH PURITY	1/Each	$	$

Option Period 4: 1 September 2030– 30 August 2031

ITEM	SUPPLIES / SERVICES	QTY /UNIT	UNIT PRICE	EXTENDED PRICE
4001	ARGON, COMPRESSED, ULTRA HIGH PURITY, 99.999%	1/Each	$	$
4002	ARGON, REFRIGERATED LIQUID, 230 L, HIGH PRESSURE	1/Each	$	$
4003	AIR, COMPRESSED, PREPURIFIED	1/Each	$	$
4004	AIR, COMPRESSED, ULTRA ZERO/UHP	1/Each	$	$
4005	CARBON DIOXIDE, LIQUID USP	1/Each	$	$
4006	CARBON DIOXIDE, LIQUID with Syphon tube USP	1/Each	$	$
4007	CARBON DIOXIDE, COMPRESSED, 99.9%	1/Each	$	$
4008	CARBON DIOXIDE, COMPRESSED with Syphon, 99.9%	1/Each	$	$
4009	CARBON DIOXIDE, COMPRESSED BONE DRY 99.8%+	1/Each	$	$
4010	CARBON DIOXIDE, COMPRESSED with Syphon BONE DRY 99.8%+	1/Each	$	$
4011	CARBON DIOXIDE, ULTRA HIGH PURITY	1/Each	$	$
4012	HELIUM, COMPRESSED, 99.999% UHP, 519CF	1/Each	$	$
4013	HELIUM COMPRESSED, 99.999% UHP, 300CF	1/Each	$	$
4014	HELIUM, COMPRESSED, PREPURIFIED/TECHNICAL GRADE, 99.995%	1/Each	$	$
4015	HYDROGEN, COMPRESSED, ULTRA HIGH PURITY 99.999%	1/Each	$	$
4016	NITROGEN COMPRESSED, PREPURIFIED 99.99%	1/Each	$	$
4017	NITROGEN COMPRESSED, Ultra high purity, 99.999%	1/Each	$	$
4018	NITROGEN, COMPRESSED, RESEARCH GRADE 99.9999%	1/Each	$	$
4019	NITROGEN, REFRIGERATED LIQUID, LOW PRESSURE, 180L	1/Each	$	$
4020	NITROGEN REFRIGERATED LIQUID, HIGH PRESSURE, 180L	1/Each	$	$
4021	NITROGEN REFRIGERATED LIQUID, High Pres, 99.998% LC230 50 PSI	1/Each	$	$
4022	NITROGEN REFRIGERATED LIQUID, Low Pres, 99.998% LC230 25 PSI	1/Each	$	$
4023	OXYGEN COMPRESSED ULTRA HIGH PURITY	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 (e.g. per ccf, per lb., etc....)

B.2 DESCRIPTION OF AGREEMENT:

The Contractor shall furnish Compressed Gases to the National Institute for Occupational Safety and Health (NIOSH), Health Effects Laboratory Division, Chemical and Biological Monitoring Branch (HELD/CBMB). 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.

B.3 EXTENT OF OBLIGATION:

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

B.4 PURCHASE LIMITS:

Maximum order not to exceed:

$250,000.00 (total aggregate over 5 years)

Base: $50,000.00
Option Year 1: $50,000.00
Option Year 2: $50,000.00
Option Year 3: $50,000.00
Option Year 4: $50,000.00

B.5 INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THIS BPA:

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

   TBD

b) Any Warranted CDC Contracting Officer may make purchases.

B.6 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 Contractor
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.

B.7 PAYMENT AND INVOICING:

Payment for orders is intended to occur via the government purchase card by individuals authorized 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.

SECTION C - STATEMENT OF WORK

Title: Delivery of Compressed Gases to the National Institute for Occupational Safety and Health (NIOSH), Health Effects Laboratory Division, Chemical and Biological Monitoring Branch (HELD/CBMB)

SECTION 1 – BACKGROUND

This Blanket Purchase Agreement (BPA) supplies liquid and compressed gas services of contractor-owned gas cylinders to ensure that the Health Effects Laboratory Division, Chemical and Biological Monitoring Branch (HELD/CBMB) has an uninterrupted adequate supply of bottled and bulk compressed gas services at the two NIOSH Cincinnati campuses. HELD/CBMB conducts applied research and establishes the methods for the identification and assessment of occupational exposures using biomonitoring, industrial hygiene field and laboratory based analytical methods, direct reading instruments and sensors, advanced microscopy techniques, and aerosol science. As such, HELD operates a wide variety of scientific instruments that require the use of bottled liquid and compressed gas services, including but not limited to chromatographs, mass spectrometers, inductively coupled plasma, atmosphere vapor generation systems, microscopes, and other analytical instrumentation.

It is essential for the operation of HELD that the supply of bottled liquid and compressed gas to be continuous and uninterrupted. Running out of liquid and compressed gas could damage, delay, or even compromise ongoing laboratory studies and damage scientific instruments.

SECTION 2 – PURPOSE

The purpose of this Blanket Purchase Agreement (BPA) is to supply liquid and compressed gas services of contractor-owned gas cylinders to ensure that the HELD/CBMB laboratories have an uninterrupted adequate supply of bottled and bulk compressed gas services at the two NIOSH Cincinnati campuses.

SECTION 3 – SCOPE OF WORK

The contractor shall provide all labor and materials to deliver contractor-owned gas cylinders, to the NIOSH Cincinnati campuses, on an as needed basis, throughout the period of performance (ordering period). During the period of performance of this contract, the contractor is required to meet the following deliverables: The quantities shown in Table 1 of this Statement of Work are estimates of the facilities' annual requirements for compressed gases. There is no express or implied guarantee that these quantities will be purchased. The Contractor will be provided with names and contact information of primary and back-up Facility Points of Contact (Facility POCs).

SECTION 4 – TASKS TO BE PERFORMED

Task 1: Supply bottled and bulk compressed gas services

1.1. The contractor shall deliver compressed gas in cylinders and pick up empty compressed gas cylinders at the loading dock of both the NIOSH Cincinnati Hamilton campus and the NIOSH

Cincinnati Taft campus. Cylinders containing liquids shall be delivered to the room of use by the Deliverer. Compressed gases requested are those, but not limited to those, identified in Table 1 of this Statement of Work.

1.2. All cylinders must be accurately and clearly labeled as to the type and grade of gas provided.

1.3. All deliveries must be accompanied by itemized delivery tickets citing the vendor name, blanket purchase agreement number, date of order, name of individual placing the order, date of delivery, itemized list of gases furnished, including quantity, unit price and extension of cost, and itemized list of empty cylinders returned. Delivery tickets should include serial number or other identifying number of delivered or returned cylinders. All invoices must include the account number/blanket purchase agreement number, the date, and the amount of each delivery ticket.

1.4. The individual gas prices invoiced shall include rental and hazmat costs.

1.5. The Facility POC(s) will contact the Contractor to deliver compressed gases supplied under this agreement via website portal, email, or telephone for delivery within 72 hours of request.

1.6. Deliveries shall be made to the NIOSH Cincinnati campuses only between the hours of 8:00am and 4:00pm Monday-Friday, and not on federal holidays.

1.7. All compressed gas cylinders shall be furnished by the Contractor.

1.8. The contractor is responsible for ensuring that all products, equipment, and services provided under the agreement are compliant with applicable Federal, state, and Local regulations. The Contractor is responsible for remaining compliant with any future revisions that become effective during the contract period of performance (ordering period). To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State, and local laws and regulations applicable to the work being performed under this contract. These laws are implemented or enforced by the Environmental Protection Agency, Occupational Safety and Health Administration (OSHA) and other regulatory/enforcement agencies at the Federal, State, and local levels.

1.9. The Contractor shall ensure that the supplied compressed gas cylinders are in proper working order at all times and shall perform any preventative maintenance, repairs, or replacement that may be needed for optimal performance and to prevent leaks or incidents at no additional cost to the Government.

1.10. The contractor shall provide expertise in the supply and management of compressed gases and is encouraged to recommend methods that would result in efficiencies or cost savings.

1.11. The contractor shall provide an annual report that details all work completed on the contract for each performance period broken down by month of the gases delivered and number of tanks rented.

TASK 2: Conduct on-site cylinder inventory and provide associated documentation

2.1. On a semi-annual basis, the Contractor shall conduct a walk-through of each facility and supply an inventory of actual cylinders, on-site at each facility, to verify the accuracy of inventory counts. The inventory documentation shall be supplied to the POC and include, at a minimum, the gas type and purity, the cylinder's barcode, and the delivery date for each cylinder.

Table 1. Liquid and Compressed Gas Type and Usage Estimates for the NIOSH Cincinnati Campuses

Description	Purity	Type	CAPACITY (approx.)	UNIT	ANNUAL USAGE (est.)
AIR, COMPRESSED	PREPURIFIED, <3 PPM WATER	GAS	300 CF	Cylinder	1
AIR, COMPRESSED	ULTRA ZERO/ULTRA HIGH PURITY, <0.1 PPM THC	GAS	300 CF	Cylinder	8
ARGON COMPRESSED	ULTRA HIGH PURITY 99.999%	GAS	300 CF	Cylinder	6
ARGON REFRIGERATED LIQUID, HIGH PRESSURE	ULTRA HIGH PURITY 99.999%	LIQUID	265 L	Cylinder	21
CARBON DIOXIDE, LIQUID	USP	LIQUID	50 LB	Cylinder	0
CARBON DIOXIDE, LIQUID with Syphon tube	USP	LIQUID	50 LB	Cylinder	0
CARBON DIOXIDE, COMPRESSED	99.9%	GAS	60 LB	Cylinder	2
CARBON DIOXIDE, COMPRESSED with Syphon	99.9%	GAS	60 LB	Cylinder	0
CARBON DIOXIDE, COMPRESSED	BONE DRY, 99.8%+	GAS	60 LB	Cylinder	2
CARBON DIOXIDE, COMPRESSED with Syphon	BONE DRY, 99.8%+	GAS	60 LB	Cylinder	0
CARBON DIOXIDE	ULTRA HIGH PURITY	GAS	300 CF	Cylinder	0
HELIUM, COMPRESSED	ULTRA HIGH PURITY 99.999%	GAS	519 CF	high capacity cylinder	2
HELIUM, COMPRESSED	ULTRA HIGH PURITY 99.999%	GAS	300 CF	Cylinder	18
HELIUM, COMPRESSED	PREPURIFIED/TECHNICAL GRADE 99.995%	GAS	300 CF	Cylinder	4
HYDROGEN, COMPRESSED	ULTRA HIGH PURITY 99.999%	GAS	300 CF	Cylinder	0
NITROGEN COMPRESSED	99.9999% Research Grade	GAS	142 CF	Cylinder	0
NITROGEN COMPRESSED	ULTRA HIGH PURITY 99.999%	GAS	300 CF	Cylinder	17
NITROGEN COMPRESSED	PREPURIFIED, 99.99%	GAS	300 CF	Cylinder	4
NITROGEN REFRIGERATED LIQUID,	99.998%, 230L, 50 PSI output	LIQUID	5,023 CF	Cylinder	18

High Pressure					
NITROGEN REFRIGERATED LIQUID, Low Pressure	99.998%, 230L 25 PSI output	LIQUID	5,023 CF	Cylinder	0
NITROGEN REFRIGERATED LIQUID, Low Pressure		LIQUID	180L	Cylinder	0
NITROGEN REFRIGERATED LIQUID, High Pressure		LIQUID	180L	Cylinder	0
OXYGEN COMPRESSED	ULTRA HIGH PURITY, 99.99%+	GAS	300 CF	Cylinder	1

SECTION 5 – GOVERNMENT FURNISHED PROPERTY

Not Applicable.

SECTION 6 – PLACE OF PERFORMANCE AND CONTRACT SUPPORT HOURS

SUBSECTION A – PLACE OF PERFORMANCE

All work/deliveries will be performed at the NIOSH Cincinnati (USA) facilities located at the following two addresses:

CDC/NIOSH Cincinnati- Hamilton Campus
5555 Ridge Avenue
Cincinnati, OH 45213

And

CDC/NIOSH Cincinnati – Taft Campus
1050 Tusculum
Cincinnati, OH 45226

SUBSECTION B – CONTRACT SUPPORT HOURS

Deliveries shall be made to the NIOSH Cincinnati campuses only between the hours of 8:00am and 4:00pm Monday – Friday, and not on federal holidays.

SECTION 7 – TRAVEL

Not applicable.

SECTION 8 – DELIVERABLES/REPORTING SCHEDULE

Task	Deliverable	Quantity/Format	Due	Deliver To
1.11.	Annual report that details all work completed	1	Annual	The COR
2.1.	Inventory documentation	1	Semi-annual	The COR

SECTION 9 – REFERENCE MATERIALS

Not applicable.

SECTION D - CONTRACT PROVISIONS AND CLAUSES

D.1. PROVISIONS

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Revolutionary FAR Overhaul | Acquisition.GOV

https://www.acquisition.gov/hhsar

(End of provision)

Provisions Incorporated by Reference:

FAR SOURCE	TITLE AND DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.204-7	System for Award Management—Registration (Deviation) (RFO Aug 2025)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation (Deviation) (RFO Aug 2025)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation) (RFO Aug 2025)
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services (Deviation) (RFO Aug 2025)
52.217-5	Evaluation of Options (Deviation) (RFO Aug 2025)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
52.240-90	Security Prohibitions and Exclusions Representations and Certifications (Deviation) (RFO Aug 2025)

Provisions Incorporated in Full Text:

HHSAR 352.239-78 Information and Communication Technology Accessibility Notice (FEB 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 HHS Section 508 Evaluation Template are available at https://Section508.gov/

(e) In order to facilitate the Government's determination whether proposed ICT services meet applicable Section 508 accessibility standards, 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)

D.2. CLAUSES

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 this/these address(es):

Revolutionary FAR Overhaul | Acquisition.GOV
https://www.acquisition.gov/hhsar

(End of Clause)

Clauses Incorporated by Reference:

FAR SOURCE	TITLE AND DATE
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-13	System for Award Management—Maintenance (Deviation) (RFO Aug 2025)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Deviation) (RFO Aug 2025)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Deviation) (RFO Aug 2025)
52.212-4	Terms and Conditions—Commercial Products and Commercial Services (Deviation) (RFO Aug 2025)
52.219-6	Notice of Total Small Business Set-Aside (Deviation) (RFO Aug 2025)
52.222-3	Convict Labor (Deviation) (RFO Aug 2025)
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Deviation) (RFO Aug 2025)
52.222-35	Equal Opportunity for Veterans (Deviation) (RFO Aug 2025)
52.222-36	Equal Opportunity for Workers with Disabilities (Deviation) (RFO Aug 2025)
52.222-37	Employment Reports on Veterans (Deviation) (RFO Aug 2025)
52.222-50	Combating Trafficking in Persons (Deviation) (RFO Aug 2025)

52.222-90	Addressing DEI Discrimination by Federal Contractors (Apr 2026)
52.223-23	Sustainable Products (Deviation) (RFO Aug 2025)
52.225-1	Buy American-Supplies (Deviation) (RFO Aug 2025)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Oct 2018)
52.232-40	Providing Accelerated Payment to Small BusinessSubcontractors (Mar 2023)
52.233-3	Protest After Award (Deviation) (RFO Aug 2025)
52.233-4	Applicable Law for Breach of Contract Claim (Deviation) (RFO Aug 2025)
52.240-91	Security Prohibitions and Exclusions (Deviation) (RFO Aug 2025)
52.244-6	Subcontracts for Commercial Products and Commercial Services (Deviation) (RFO Aug 2025)
HHSAR SOURCE	**TITLE AND DATE**
352.232-71	Electronic submission of payment requests (Feb 2022)

Clauses Incorporated in Full Text:

52.217-8 Option to Extend Services (Nov 1999)

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.

(End of clause)

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 30 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)

352.239-79 Information and Communication Technology Accessibility FEB 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.

(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, suggests possible lines of inquiry, or otherwise completes 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, he or she 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 of 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 by properly written modification(s) to the contract.

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

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

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.

In the case that EFT information is not within the System of 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 (hereafter: "designated office"); see below. The contractor shall submit the EFT information within the form titled "ACH Vendor/Miscellaneous Payment Enrollment Form" to the address indicated below. Note: The form is either attached to this contract (see Section J, List of Attachments) or may be obtained from the CDC Office of Financial Resources at 678-475-4500 or cpbapinv@cdc.gov.

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

The completed form shall be mailed or sent via facsimile after award, but no later than 15 calendar days before an invoice is submitted, to the following address:

The Centers for Disease Control and Prevention Office of Financial Resources (OFR)
P.O. Box 15580 Atlanta, GA 30333

CDCH.10 Artificial Intelligence Compliance and Risk Management Plan (May 2026)

The use of Artificial Intelligence (AI), including GenAI, is prohibited without an approved AI Compliance and Risk Management Plan. The contractor is responsible for updating the AI Compliance and Risk Management Plan throughout the life of the contract as changes occur. If a change to AI use, AI functionality, AI model, or deployment configuration is anticipated, the contractor must notify the contracting officer and Contracting Officer's Representative (COR) immediately and provide a revised plan. The government will issue approval or disapproval before AI can be incorporated. The offeror must identify whether the planned or potential AI use may involve a high-impact AI use case (as defined in defined in Appendix A of OMB-M-25-21) and must provide sufficient descriptive information for the Government to complete any required AI impact or high-impact assessment.

The AI Compliance and Risk Management Plan must:

1. Identify the specific tasks or functions where AI will be used.
2. Explain how logs, audits, or other forms of AI generated data will be stored, used, retained, or deleted.
3. State whether the AI technologies are open-source, proprietary, or any other type.
4. Include applicable model cards or system documentation describing the AI technologies used.
5. Describe how bias in AI models and outputs will be identified, monitored, and mitigated, including the origin, quality, and weighting of data.
6. Explain the AI safeguards in place, including compliance and risk management practices, protections against unauthorized data access, and steps taken to manage bias and reduce risk in alignment with applicable AI policies and directives.
7. Describe internal policies governing AI use, including transparency, accountability, data integrity, accuracy, protection of sensitive or proprietary information, foreseeable risks, and potential social impacts.
8. Explain how the contractor will assess and prevent unfair or disparate impacts, address privacy, civil rights, and civil liberties concerns, and prevent misuse, unauthorized use, or corruption of AI systems.
9. Confirm that the AI solution will not make or support decisions based on unlawful discrimination in violation of federal civil rights laws, including Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA).
10. Describe how applicable technological or voluntary consensus standards will be incorporated to reduce acquisition and operational risk

11. The plan must describe how Government data, outputs, prompts, logs, and outputs be accessed, used, protected, retained, deleted, and transferred, and identify any proposed limitations on Government rights, access, or reuse.
12. The AI Compliance and Risk Management Plan will be reviewed by the Government and an approval or disapproval issued.

CDCH.14 Records Management Obligations (Jun 2020)

A. Applicability
The following applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions
"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:
1. includes Centers for Disease Control and Prevention (CDC) records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their CDC contract.
4. may include deliverables and documentation associated with deliverables.

C. Requirements
1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. CDC and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of CDC or destroyed except for in accordance with the provisions of the agency records schedules and with the

written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to the Contracting Officer and the Contracting Officer's Representative. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to CDC control, or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and CDC guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with CDC policy.
8. The Contractor shall not create or maintain any records containing any non-public CDC information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take CDC-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flowdown of requirements to subcontractors
1. The Contractor shall incorporate the entire substance of the terms and conditions herein, including this paragraph, in all subcontracts under this contract, and must require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth herein will be attributed to the Contractor.

SECTION E – INSTRUCTIONS TO OFFERORS AND BASIS FOR AWARD

a. Submission Requirements

Offerors shall submit one quotation that includes the following:

I. Technical Information – A narrative describing how the offeror will meet all requirements of the SOW, including sufficient information for the Government to determine that the offeror is capable of successfully performing the requirement. The quotation shall demonstrate the offeror's understanding of the requirement and its ability to provide the required gases, cylinders, delivery services, and any other applicable requirements identified in the SOW.

II. Pricing Information – A completed pricing schedule identifying each price element listed in Section B. The pricing assumptions and estimated quantities provided are for evaluation purposes only and do not represent a guarantee of actual quantities or service levels.

a. Basis for Award

The Government intends to establish a BPA with the offeror whose quotation conforms to the requirements of this solicitation and is determined to represent the best value to the Government using the Lowest Price Technically Acceptable (LPTA) source selection process.

Technical acceptability will be evaluated on a pass/fail basis. A quotation will be determined technically acceptable if it demonstrates compliance with all material requirements of the Statement of Work and this solicitation. Offerors are responsible for providing sufficient information to allow the Government to determine technical acceptability.

b. Price Evaluation

For evaluation purposes, the Government will calculate each offeror's total evaluated price using the pricing assumptions and estimated quantities provided in the pricing schedule. These estimates are provided solely for evaluation and comparison of quotations and do not constitute a guarantee of future orders or quantities under any resulting BPA.

c. Award

The Government intends to evaluate quotations and make award without discussions; however, the Government reserves the right to conduct discussions if determined necessary.

Questions are due to Denedra Hardy at qfa5@cdc.gov no later than 12:00 PM ET August 4, 2026.

Quotes are due to the same email address no later than 10:00 AM ET August 14, 2026.

CDCL.03 Disclosure of Artificial Intelligence Use in Contract (May 2026)

Offerors must affirmatively identify in their proposal whether or not Artificial Intelligence (AI), including Generative AI, is planned, expected, or may be used in the performance of this contract. If planned or potential AI use is identified, offerors must submit an AI Compliance and Risk Management Plan in accordance with CDCH.10 using the template provided.

CDCM.04 Evaluation of Artificial Intelligence Compliance and Risk Management Plan (May 2026)

The Artificial Intelligence (AI) Compliance and Risk Management Plan submitted as a part of the offeror's proposal will be evaluated for quality and completeness. The AI Compliance and Risk Management Plan will be rated on a "Pass/Fail" basis considering the clearness, appropriateness, and inclusiveness of the elements described under CDCH.10.

All proposals that contain planned or potential AI use and do not contain an acceptable AI Compliance and Risk Management Plan will be considered non-responsive and ineligible for award.

The AI Compliance and Risk Management Plan may require later revision during contract performance as described in CDCH.10.