Amendment A00001 is to add a Line Item to the Base year for transition activities, extend the closing date to Aug 24, 2026, include site visit information and attach vendor Questions and the Government's Responses. Changes are identified by a bold black line in the left margin of the document with bold italicized text.

This is a combined synopsis/solicitation for commercial items prepared in accordance with the Federal Acquisition Regulation (FAR) RFO Part 12, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The solicitation number is 75F40126Q133840. This solicitation is issued as a Request for Quote (RFQ).

The associated North American Industry Classification System (NAICS) code for this acquisition is 325120 – Industrial Gas Manufacturing; the applicable Small Business Size Standard is 1,200 employees. This requirement is conducted as full and open. Any sized business under the applicable NAICS code may submit a quote.

Requirement

The Food and Drug Administration (FDA), Center for Veterinary Medicine (CVM), Office of Applied Science (OAS) requires the lease of a 1,500-gallon liquid nitrogen tank and vaporizer, as well as the refill of liquid nitrogen. Vaporized liquid nitrogen is utilized to support the facility's mass spectrophotometers. This requirement is for a Base Year plus four (4) Option Years.

Schedule of Supplies or Services and Prices/Costs.

Item #1: Base Year

ITEM	Description	QTY	Unit of Issue	Unit Price	Extended Price
1	Lease of Nitrogen Tank and Vaporizer (Monthly)	12	Month	$ _____	$ _____
2	Purchase of Liquid Nitrogen (EST 2,600 gal/month)	EST 31,200	per gallon	$ _____	$ _____
3	***One-Time Bulk Tank Infrastructure Transition and Installation Services Non-recurring, firm-fixed-price labor, engineering, and rigging services required to safely disconnect and remove the existing vessel, install the contractor-leased 1,500-gallon tank, mount the 5,000 CFH ambient air vaporizer, calibrate telemetry instrumentation, and perform system safety validation. Activities must be executed without facility interruption.***	***1***	***JOB***	***$ _____***	***$ _____***

Total Base Year Price	$ _____

Item #2: Option Year 1

ITEM	Description	QTY	Unit of Issue	Unit Price	Extended Price
3	Lease of Nitrogen Tank and Vaporizer (Monthly)	12	Month	$ _____	$ _____
4	Purchase of Liquid Nitrogen (EST 2,600 gal/month)	EST 31,200	per gallon	$ _____	$ _____
Total Option Year 1 Price				$ _____	

Item #3: Option Year 2

ITEM	Description	QTY	Unit of Issue	Unit Price	Extended Price
5	Lease of Nitrogen Tank and Vaporizer (Monthly)	12	Month	$ _____	$ _____
6	Purchase of Liquid Nitrogen (EST 2,600 gal/month)	EST 31,200	per gallon	$ _____	$ _____
Total Option Year 2 Price				$ _____	

Item #4: Option Year 3

ITEM	Description	QTY	Unit of Issue	Unit Price	Extended Price
7	Lease of Nitrogen Tank and Vaporizer (Monthly)	12	Month	$ _____	$ _____
8	Purchase of Liquid Nitrogen (EST 2,600 gal/month)	EST 31,200	per gallon	$ _____	$ _____
Total Option Year 3 Price				$ _____	

Item #5: Option Year 4

ITEM	Description	QTY	Unit of Issue	Unit Price	Extended Price
9	Lease of Nitrogen Tank and Vaporizer (Monthly)	12	Month	$ _____	$ _____
10	Purchase of Liquid Nitrogen (EST 2,600 gal/month)	EST 31,200	per gallon	$ _____	$ _____

Total Option Year 4 Price	$ _____

Grand Total, Base + 4 Option Years	$ _____

Minimum Requirements:

1. **Tank Lease & Installation:** One (1) 1,500-gallon liquid nitrogen tank shall be delivered and installed (to include all freight, rigging, and crane services) on a yearly lease basis. Installation shall occur on the existing 20' x 12' fenced-in concrete pad located outside the MOD2 Building A loading dock.
2. **Vaporizer Lease & Installation:** One (1) 5,000 cubic foot per hour liquid nitrogen vaporizer and appropriate pressure regulator assembly shall be delivered and installed (to include all freight, rigging, and crane services) on an annual lease basis on the existing concrete pad outside MOD2 Building A. The Contractor shall supply all necessary components to connect the tank to the facility.
3. **Liquid Nitrogen Delivery:** Liquid nitrogen shall be delivered to refill the 1,500-gallon tank on an as-needed basis (estimated to occur bi-weekly). Current gas usage is estimated at 2,600 gallons per month; however, usage may vary based on planned studies or operational status. If usage consistently exceeds this estimate, the contract may be modified to acquire additional liquid nitrogen.
4. **Gas Purity & Pressure:** Delivered liquid nitrogen shall provide nitrogen gas at a minimum purity of 99.998% through the existing piping system at a minimum pressure of 150 psi.
5. **Response Time:** Certified service technicians shall be available to respond to system malfunctions or technical issues within 24 hours of notification.
6. **Redundancy & Delivery Capacity:** The Contractor shall possess the operational capacity to deliver liquid nitrogen without interruption, including during unexpected vehicle maintenance or breakdowns. To ensure continuous service, the Contractor shall maintain more than one (1) delivery truck in its fleet.
7. **Production Facility Redundancy:** The Contractor shall operate more than one (1) liquid nitrogen production plant within a 100-mile radius of CVM/OAS/MOD 2. This geographic redundancy is required to ensure uninterrupted delivery in the event of a natural disaster or plant accessibility issues. CVM/OAS analytical instruments cannot experience shutdowns due to a lack of liquid nitrogen supply, as this would result in a significant loss of active research.
8. **Telemetry & Monitoring:** The Contractor shall install and maintain a tank level and pressure monitor on the tank. The Contractor shall provide an adequate monitoring system to guarantee that the facility's supply of liquid nitrogen is never depleted. Under the current facility configuration, a separate reserve tank is not required.

9. **Demarcation & Final Assembly:** The FDA/CVM will provide only the stainless steel piping extending from the building. The Contractor shall be responsible for the final assembly, including the pressure regulator(s) and any other component required to connect the building infrastructure to the tank.
10. **Regulatory Compliance:** The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), and hazardous materials handling regulations.

Other Considerations/Requirements

1. **Transition Plan:** CVM/OAS currently utilizes an on-site 1,500-gallon tank that is leased and refueled under a legacy contract. The Contractor shall execute a seamless transition from the incumbent provider to the new equipment installation without disrupting facility operations. The Contractor shall detail its transition methodology within its written quote. This description shall include, but is not limited to, the logistics of swapping the tanks and the temporary solutions utilized to provide uninterrupted nitrogen gas to the facility during the swap. The quote shall incorporate all transition-related costs and logistics (including transportation, crane services, and coordination with the incumbent contractor) to remove the existing tank and install the new unit. If transition costs are not amortized into the standard lease rates, a separate one-time transition Contract Line Item Number (CLIN) may be utilized for rigging and installation fees; however, all total costs will be evaluated for award selection.
2. **Pricing and Invoicing:** Services under this contract shall be invoiced monthly. Invoices shall reflect the fixed monthly rental costs alongside the cost of liquid nitrogen based on the actual quantities delivered. The monthly rental rate and the unit cost per gallon of liquid nitrogen shall remain at a fixed annual rate.

Deliverables: Service Records and Reports: The Contractor shall proactively schedule deliveries based on telemetry data and load trending to ensure the tank never falls below the 10-day reserve threshold. The Contractor shall not rely exclusively on a fixed delivery schedule, as usage demand may fluctuate based on research activity. All deliveries shall be performed by trained, Department of Transportation (DOT)-qualified personnel using properly maintained and compatible delivery equipment. The Contractor shall maintain sufficient regional supply and logistics capacity to meet both scheduled and emergency delivery requirements for the CVM/OAS/MOD 2 location.

With each liquid nitrogen delivery, the Contractor shall provide a formal Certificate of Analysis (COA) or Certificate of Conformance (COC) confirming that the delivered batch meets or exceeds the required 99.998% gas purity threshold.

Commensurate with the completion of each servicing or delivery visit, the Contractor shall provide the Contracting Officer's Representative (COR) and end-user with a copy of a service report or delivery ticket. This document shall identify:

- The equipment name, type, manufacturer, model number, and serial number of the serviced tank and vaporizer components.

- A detailed description of the service activities, to include the exact quantity of liquid nitrogen provided.
- The specific instruments or other equipment used to service the liquid nitrogen tank system.
- Information on the overall condition of the tank, vaporizer, and fittings based on the visual inspection performed before, during, and after tank servicing.
- The name(s) and contact information of the technician who performed the servicing.
- For administrative information purposes, the total on-site time expended.

Additionally, the Contractor shall provide a written report to the FDA COR and the Contract Specialist/Contracting Officer (CS/CO) summarizing all operational activities each time system servicing or delivery is performed.

Period of Performance: Base plus four option years, with the following periods of performance:

Base Year: 09/30/2026 – 09/29/2027
Option Year 1: 09/30/2027 – 09/29/2028
Option Year 2: 09/30/2028 – 09/29/2029
Option Year 3: 09/30/2029 – 09/29/2030
Option Year 4: 09/30/2030 – 09/29/2031

Place of Performance: The equipment shall be located and servicing shall be performed at the Center for Veterinary Medicine (CVM) at the following address:

US FDA Facility
8401 Muirkirk Road
Mod 2
Laurel MD, MD 20708

Delivery Schedule, Operations, and Security Constraints

Servicing visits shall not be scheduled during Federal Holidays or Federal Closures as determined by Executive Orders or opm.gov. Federal Holidays are as follows:

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

- **Operational Hours:** Normal routine deliveries shall occur between the hours of 6:00 AM and 6:00 PM. Emergency delivery services shall remain available 24/7/365 to prevent gas depletion.
- **Security Protocols & Site Access:** The delivery driver shall present a valid driver's license to the facility security guard upon arrival and provide the name of the designated CVM/OAS Point of Contact (POC). The delivery vehicle and its contents are strictly subject to security searches prior to entering the premises.

- **Delivery Receipt Verification:** The driver shall leave a physical delivery slip/ticket on-site to confirm the exact amount of product delivered, or alternatively, provide a formal digital receipt to the Contracting Officer's Representative (COR) via email immediately following the completion of the delivery, in alignment with the **Service Records and Reports** protocol outlined above.

Contract Type: Commercial Service - Firm-Fixed-Unit-Price (FFUP), Consumption-Based (Commercial)

This contract is firm-fixed-unit-price.

- **Line Item 1 (1,500-Gallon Tank and 5,000 CFH Vaporizer Lease)**: This item is priced at a fixed monthly rate and includes the tank level/pressure telemetry monitoring system service, alongside routine infrastructure maintenance.
- **Line Item 2 (Liquid Nitrogen Bulk Refills):** This item is priced at a fixed unit price per gallon. The total amount paid will vary based on actual quantities of liquid nitrogen delivered and accepted during each period of performance. The quantity shown for Line Items 2, 4, 6, 8 and 10 (31,200 gallons per year) represents a historical consumption estimate based on a usage rate of 2,600 gallons per month. The Government guarantees a minimum purchase of 200 gallons for the base year. The Contractor shall invoice only for quantities actually delivered and accepted. Estimated annual consumption is provided to allow offerors to develop competitive unit pricing; actual deliveries will be triggered by the telemetry system and the Contractor's monitoring obligations as described in the Statement of Work. All bulk delivery, transport, logistics, and standard handling charges shall be fully incorporated into this per-gallon unit rate.

All pricing shall be firm and not subject to adjustment except as provided by the terms of this contract.

Contract Clauses:

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): https://www.acquisition.gov/far-overhaul and https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html

FAR Clauses
Required:
52.212-4, Contract Terms and Conditions-Commercial Items (DEVIATION)(RFO Nov 2025)

Applicable
52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020) Alternate I (Nov 2021)
52.203-17, Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (DEVIATION) (RFO Nov 2025)

52.204-13, System for Award Management Maintenance (DEVIATION)(RFO Nov 2025)
52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION)(RFO Nov 2025)
52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION)(RFO Nov 2025)
52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION)(RFO Nov 2025)
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 any time before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend any time 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 five (5) years.
52.219-8, Utilization of Small Business Concerns (DEVIATION)(RFO Nov 2025)
52.222-3, Convict Labor (DEVIATION)(RFO Nov 2025)
52.222-19, Child Labor—Cooperation with Authorities and Remedies (DEVIATION)(RFO Nov 2025)
52.222-35, Equal Opportunity for Veterans (DEVIATION)(RFO Nov 2025)
52.222-36, Equal Opportunity for Workers with Disabilities (DEVIATION)(RFO Nov 2025)
52.222-37, Employment Reports on Veterans (DEVIATION)(RFO Nov 2025)
52.222-50, Combating Trafficking in Persons (DEVIATION)(RFO Nov 2025)
52.222-54, Employment Eligibility Verification (DEVIATION)(RFO Nov 2025)
52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION)(RFO Apr 2026)
52.223-23, Sustainable Products (DEVIATION)(RFO Nov 2025)
52.225-5, Trade Agreements (Nov 2023)
52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.229-12, Tax on Certain Foreign Procurements (DEVIATION) (RFO SEP 2025)
52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)
52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3, Protest After Award (DEVIATION)(RFO Nov 2025)
52.233-4, Applicable Law for Breach of Contract Claim (DEVIATION)(RFO Nov 2025)
52.240-91, Security Prohibitions and Exclusions (DEVIATION)(RFO Nov 2025)
52.244-6, Subcontracts for Commercial Products and Commercial Services (DEVIATION)(RFO Nov 2025)

HHSAR Clauses

352.203-70 Anti Lobbying (RFO Deviation)(June 2026)
352.208-70 Printing and Duplication (RFO DEVIATION)(Feb 2026)

352.232-71 Electronic Submission of Payment Requests (RFO DEVIATION) (Apr 2026)

(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 in FAR 32.905(b) 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.

(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)

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.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)

Contract Administration

Contracting Officer

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the contract; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The contact information for the Contracting Officer is:

Name: Suzanne Martella / **Email:** suzanne.martella@fda.hhs.gov / Phone: (870) 543-7540

Contracting Officer's Representative (COR)

The COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The following COR will represent the Government for this contract:

Name: *(to be provided at award)* / **Email:** *(to be provided at award)* / **Phone:** *(to be provided at award)*

Acceptance

The supplies and/or services delivered hereunder shall be inspected and accepted at destination by the COR specified at award. If the supplies or services are acceptable, the COR shall promptly forward a report of inspection and acceptance to the paying office. If the supplies or services are not acceptable, the COR shall document the nonconforming items/services and immediately notify the contracting officer.

Payment Terms. ***Net 30 days after government acceptance of a proper invoice which shall only be submitted after services have been performed. In accordance with the "Advance Payment Statute" at 31 U.S.C § 3324: Advance payments will not be made.*** Contractor may submit invoices monthly, quarterly or annually, ***in arrears.***

Invoice Submission

FDA Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (Jan 2022)

a. All Invoice submissions for goods and or services must be made electronically through the U.S. Department of Treasury's Invoice Processing Platform System (IPP). http://www.ipp.gov/vendors/index.htm

b. Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, 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, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial items contracts. The IPP website address is: https://www.ipp.gov

c.

1. The Agency will enroll the Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award for new contracts or date of modification for existing contracts.
2. Registration emails are sent via email from ipp.noreply@mail.eroc.twai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.
3. The Contractor POC will receive two emails from **IPP Customer Support**, the first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.
4. If your company is already registered to use IPP, you will not be required to re-register.
5. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.

d. Invoices that include time and materials or labor hours Line Items must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

e. Invoices that include cost-reimbursement Line Items must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts. At a minimum the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred:

- Direct Labor - include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;

- Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects)- show rate, base and total amount;
- Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;
- Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed;
- Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime Contractor;
- Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and
- Fee - amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.

f. Contractor is required to attach an invoice log addendum to each invoice which shall include, at a minimum, the following information for contract administration and reconciliation purposes:

(a) list of all invoices submitted to date under the subject award, including the following:

(1) invoice number, amount, & date submitted
(2) corresponding payment amount & date received

(b) total amount of all payments received to date under the subject contract or order

(c) and, for definitized contracts or orders only, total estimated amounts yet to be invoiced for the current, active period of performance.

g. Payment of invoices will be made based upon acceptance by the Government of the entire task or the tangible product deliverable(s) invoiced. Payments shall be based on the Government certifying that satisfactory services were provided, and the Contractor has certified that labor charges are accurate.

h. If the services are rejected for failure to conform to the technical requirements of the task order, or any other contractually legitimate reason, the Contractor shall not be paid, or shall be paid an amount negotiated by the CO.

i. Payment to the Contractor will not be made for temporary work stoppage due to circumstances beyond the control of U.S. Food and Drug Administration such as acts of God, inclement weather, power outages, and results thereof, or temporary closings of facilities at which Contractor personnel are performing. This may, however, be justification for excusable delays.

j. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the services for which the Government is being billed, have been delivered in accordance with the hours shown on the invoices, and the services are of the quality required for timely and successful completion of the effort.

k. Questions regarding invoice payments that cannot be resolved by the IPP Helpdesk should be directed to the FDA Employee Resource and Information Center (ERIC) Helpdesk at 301-827-

ERIC (3742) or toll-free 866-807-ERIC (3742); or, by email at ERIC@fda.hhs.gov. Refer to the Call-in menu options and follow the phone prompts to dial the option that corresponds to the service that's needed. All ERIC Service Now Tickets will either be responded to or resolved within 48 hours (2 business days) of being received. When emailing, please be sure to include the contract number, invoice number and date of invoice, as well as your name, phone number, and a detailed description of the issue.

Notice Regarding the Use of Macros in Submitted Documents

Be advised that FDA does not accept documents which contain the use of macros. ***When submitting documents via email, DO NOT include .exe, .mso, or any other executable file types that could potentially trigger email security protections (i.e. email blocks, quarantine).*** Document submissions required throughout the award period(s) shall not have macro enabled functionality and any document delivered having that functionality will be deemed delinquent, if not corrected prior to the due date.

Solicitation Provisions

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 quoter is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation. In lieu of submitting the full text of those provisions, the quoter may identify the provision by paragraph identifier and provide the appropriate information with its quotation. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul and https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html

FAR Provisions

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 Nov 2025)

52.219-1 Small Business Program Representations (DEVIATION)(RFO Nov 2025)

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Aug 2025)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION)(RFO Nov 2025)

Notice to Offerors:

- System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

Full Text Provisions

The provision at FAR 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (DEVIATION)(RFO Nov 2025) applies to this solicitation. The following addenda apply:

It is the quoter's responsibility to monitor the Government Point of Entry (GPE) (sam.gov) for information relevant to this solicitation, e.g., questions and answers, amendments, etc. An official authorized to bind the Quoter must sign the terms and conditions of the quote.

Quoters that fail to complete the required representations and certifications, or reject the terms and conditions of the solicitation may be excluded from consideration.

Quoters are afforded the opportunity to inspect the existing tank, instrumentation and site, at their own expense, prior to the date set for receipt of quotes by contacting the Contract Specialist/Contracting Officer identified herein to schedule an appointment. Failure to inspect the tank/instruments/site will not relieve the successful quoter from fully meeting the requirements of the resulting contract at the price quoted.

Quoters shall provide sufficient technical information necessary for the government to conclusively determine that the quoted services meet all the technical requirements herein, to include descriptive material, literature, brochures and other information corresponding to each minimum technical requirement which demonstrates the capabilities of the quoter.

Technical Capability: In order for the quote to be determined technically acceptable and the vendor to be determined technically capable, the vendor shall demonstrate that its proposed technical solution meets or exceeds the stated requirements. The Contractor shall have the technical understanding, skill, resources, and training to provide the required services. As part of the quote, the Contractor shall include sufficient technical information necessary for the Government to conclusively determine that the quoted services meet or exceed the technical "**Minimum Requirements**" identified herein. Provide a written approach to satisfy all of the requirements herein. Specifically, the technical quote information must include:

1. **Supply Continuity Approach:** A written description detailing how inventory load trends will be monitored and utilized to proactively schedule deliveries to prevent the tank from falling below the mandatory 10-day reserve threshold.
2. **Redundancy and Reliability Plan:** Documented proof of operational capacity to ensure uninterrupted delivery to CVM/OAS/MOD 2. The quoter shall explicitly confirm possession of more than one (1) delivery truck in its regional fleet and verify the operation of more than one (1) liquid nitrogen production plant within a 100-mile radius of the facility to mitigate natural disasters or delivery interruptions.
3. **Transition Methodology:** A detailed logistics and transition timeline describing how the vendor will remove the existing 1,500-gallon tank and install the new tank and 5,000 CFH vaporizer without disrupting facility operations, including the specific temporary solutions utilized to provide continuous nitrogen gas to the facility during the physical equipment swap.
4. **Purity and Delivery Verification:** Explicit confirmation that a formal Certificate of Analysis (COA) or Certificate of Conformance (COC) will be provided with every bulk delivery lot to verify the mandatory 99.998% gas purity threshold.

The Quoter shall submit a written Accessibility Conformance Report (ACR) for each item not in compliance with 508 standards identified in clause 352.239-79 (DEVIATION), describing how the item(s) will fully address the accessibility requirements outlined in the solicitation; and a description of the evaluation methods the offeror will use to validate for conformance to the Revised 508 Standards. The ACR should be based on the Voluntary Product Accessibility Template Version 2.0 (MS Word) provided by the Industry Technology Industry Council (ITIC).

NOTE: Submission of the ACR is required for documentation purposes. In accordance with agency purchasing procedures, solutions which do not conform fully to the applicable 508 standards may still be purchased by FDA if the FDA Requiring Office obtains the appropriate approval. In order to obtain approval, the FDA must have an ACR from the vendor documenting the level of conformance of the items being purchased.

For this requirement we anticipate the 508 requirement will only apply to invoices and service records and reports.

Price: The price(s) proposed must be detailed and shall represent the quoter's response to the "**Schedule of Supplies/Services**" above. The unit price per gallon for bulk liquid nitrogen refills must be inclusive of all transport, delivery, logistics, and standard handling fees. Quoters are also encouraged to provide an itemized quote in their own format. Proprietary and/or confidential information shall be clearly marked.

The option year periods will not be funded at time of award. If exercised, funding will be obligated individually each year for the option period exercised via contract modification; the option period shall be priced accordingly.

The government is not responsible for locating or securing any information which is not identified in the proposal; the Government reserves the right to obtain information for use in the evaluation from any and all sources including sources outside of the Government.

Period for Acceptance of Quotes/Offers. The quoter agrees to hold the prices in its quote firm through September 30, 2026.

Microsoft Suite Documents Containing Macros
The quoter/offeror or applicant shall submit all electronic documents for Microsoft Office suite products without the use of "macros". ***When submitting proposals via email, DO NOT include .exe, .mso, or any other executable file types that could potentially trigger email security protections (i.e. email blocks, quarantine).*** If the quoter/offeror or applicant submits documents that contain macros**,** ***macro referenced files, and/or executable files*****,** the Government will not be able to view or open such documents and the submission will be considered non-responsive to the solicitation. No additional time will be given to a quoter/offeror or applicant to correct the document submission and the Government will not inform the quoter/offeror or applicant that their submission is non-responsive prior to award. It is the quoter's/offeror's or applicant's responsibility to ensure all electronic documents are submitted without the use of macros.

Contract Award Without Discussions Notice: Pursuant to FAR 52.212-1(g), the Government intends to evaluate quotes and award a contract without discussions with quoters. Therefore, the quoter's initial quote should contain the quoter's best terms from a price and technical standpoint.

However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

The provision at 52.212-2 Evaluation-Commercial Items (DEVIATION)(RFO Nov 2025) is applicable to this solicitation.

(a) The Government will award an order to the lowest-price technically acceptable quoter whose quote conforming to the solicitation will be the most advantageous to the Government. In order for the quote to be determined technically acceptable, the vendor shall demonstrate that its proposed technical solution meets or exceeds the stated requirements.

The lowest priced quote will be evaluated first. If the lowest priced quote is not technically acceptable, the next lowest priced quote will be evaluated and so on until a technically acceptable quote is determined. Technical acceptability will be evaluated on a strict Pass/Fail basis against the following criterion.

To receive an overall rating of "PASS" for Technical Acceptability, the quoters technical volume must receive a "PASS" on each individual sub-item listed under Criterion 1 below. Failure on any single sub-item will result in an overall rating of "FAIL" and technical disqualification.

- **Criterion 1: Technical Capability, Logistics, and Supply Redundancy**
  - Did the quoter provide a thorough written approach for telemetry monitoring and maintaining the 10-day reserve threshold? *[ ] PASS [ ] FAIL*
  - Did the quoter prove fleet redundancy (more than 1 delivery truck) and production facility redundancy (more than 1 plant within a 100-mile radius)? *[ ] PASS [ ] FAIL*
  - Did the quoter submit an acceptable on-site equipment transition plan that guarantees zero disruption to active facility research during the tank swap? *[ ] PASS [ ] FAIL*
  - Did the quoter explicitly confirm that a Certificate of Analysis (COA) will accompany every single delivery to verify the 99.998% purity metric? *[ ] PASS [ ] FAIL*
  - CRITERION 1 OVERALL EVALUATION: *[ ] PASS [ ] FAIL*

Responsibility Determination: Prior to award, the Contracting Officer will determine whether the apparent successful quoter is a responsible prospective contractor in accordance with RFO FAR Part 9.1. The Contracting Officer will utilize standard federal data systems, including the System for Award Management (SAM.gov) performance and exclusion records, to verify the quoter possesses a satisfactory record of integrity and business ethics.

If the apparent successful quoter is a small business concern and is determined non-responsible, the Contracting Officer will refer the matter to the Small Business Administration for a Certificate of Competency determination in accordance with RFO FAR Part 19.

The Government reserves the right to request additional information at any time.

Price quotes must be detailed and represent the quoter's response to the schedule of items above.

In accordance with commercial practices, the Contracting Officer will evaluate final quoted pricing for price reasonableness. The Government is not required to make an award at an unfair or

unreasonable price. If all technically acceptable small business quotes are determined to be unreasonably high, the Contracting Officer reserves the right to cancel this solicitation and re-solicit the commercial requirement under unrestricted, Full and Open Competition.

(b) **Options.** The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of a quote, emailed or otherwise furnished to the successful quoter within the time for acceptance specified in the quote, shall result in a binding contract without further action by either party. Before the quoter's specified expiration time, the Government may accept a quote (or part of a quote), unless a written notice of withdrawal is received before award.

One or more of the items under this acquisition is subject to the World Trade Organization Government Procurement Agreement and Free Trade Agreements.

52.225-6 Trade Agreements Certificate (Feb 2021)
(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.
Other End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]
(c) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.
(End of provision)

HHSAR Provisions

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 https://Section508.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)

SITE VISIT NOTIFICATION: ***A site visit has been scheduled for Monday, August 3, 2026 at 10:00am Eastern time at the FDA facility located at 8401 Muirkirk Road, MOD 2, Laurel MD 20708. All interested quoters must submit the names of their attendees to the Contracting Officer via email at suzanne.martella@fda.hhs.gov no later than 07/31/2026 at 2:00 pm Central time to secure security clearance. Attendees must present a valid government-issued photo ID at the facility security desk. Technical questions arising from the site visit must be submitted in writing no later than 08/12/2026 at 2pm Central time to ensure a formal administrative response***.

All responsible sources may submit a quote, which if timely received, shall be considered. The quote must reference solicitation number 75F40126Q133840. Quotes are due by email only to Suzanne Martella at suzanne.martella@fda.hhs.gov on or before ***Aug 24, 2026*** ~~July 31, 2026~~**, 12:00PM Central Time**