SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
	20

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N6817126QN057	09 Jul 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	SARA VENA	081-568-3970	21 Jul 2026 10:00 AM

9. ISSUED BY CODE N68171

NAVSUP FLC SIGONELLA NAPLES OFFICE
NAVAL REGIONAL CONTRACTING CEN DET, PSC 817 BOX 50
FPO, AE 09622-0050
UNITED STATES
SARA VENA, Email: sara.vena2.ln@us.navy.mil Telephone: 081-568-3970

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR:

- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 333415

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Continuation

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Continuation *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

See Continuation

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED . ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Continuat

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Solicitation/Contract Form Continuation

ULTRA-LOW TEMPERATURE PORTABLE FREEZERS

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	The Contractor shall provide, ship, and deliver six (6) new portable, benchtop Ultra-Low Temperature (ULT) freezers in accordance with the Statement of Work (SOW) Pricing Arrangement: Firm Fixed Price ACRN: PR Line Item Number: 0001	6	Each		

Continuation of Description

STATEMENT OF WORK

1. Purpose

The U.S Naval Medical Research Unit EURAFCENT (NAMRU- EAC) has a requirement for Six (6) Portable, benchtop freezers.

U.S. Naval Medical Research Unit (NAMRU) -EURAFCENT is an infectious diseases research institute of the United States Navy with headquarters at Naval Air Station Sigonella and a detachment in Cairo, Egypt. NAMRU-EAC conducts scientific research and public health initiatives throughout the Middle East, Eastern Europe, Central and Southeast Asia, North and West Africa.

Part of NAMRU-EAC achieving its mission is to conduct robust, forward-deployed bio surveillance to protect the health of U.S. forces across Europe, Africa, and Central Command. The command's effectiveness hinges on its ability to rapidly detect, monitor, and characterize infectious disease threats. Portable freezers are a critical component in facilitating this research and maintaining operational effectiveness. The integrity of biological samples is directly dependent on maintaining a consistent and ultra-low temperature cold chain from the point of collection to the laboratory. By ensuring that specimens are kept at the required temperatures, often as low as -80C, these freezers prevent the degradation of genetic material and proteins, which is crucial for accurate diagnostic testing, genomic sequencing, and overall infectious disease surveillance. This capability allows for the effective transport of critical samples from remote or austere environments to diagnostic facilities, thereby enabling timely and accurate characterization of disease threats.

2. Scope

The Contractor shall provide, ship, and deliver six (6) new portable, benchtop Ultra-Low Temperature (ULT) freezers. The contractor must provide all necessary power cables, documentation, and warranty support as detailed in the technical specifications below.

3. Technical Requirements & Salient Characteristics

The contractor shall ensure that the delivered freezers meet or exceed the following minimum technical performance requirements:

3.1 Physical Dimensions & Portability

- **Capacity:** Minimum internal storage volume of 0.9 cubic feet (25 Liters).

- **Dimensions:** The external dimensions of the unit must conform to the following target dimensions and allowable variances:

  - Height: Target of 29 inches with an allowable variance of +/- 3 inches
  - Width: Target of 15 inches with an allowable variance of +/- 2 inches
  - Depth: Target of 19 inches with an allowable variance of +/- 2 inches

- **Weight**: The empty unit must weigh less than 50lbs to allow for safe, single person carry during rapid loading and unloading.

3.2 Temperature Performance & Cold Chain Tracking

- **Operating Range**: Must maintain a stable temperature range between -20 C and -80C in ambient field conditions.

- **Pull-Down Speed:** Must be capable of cooling from a warm ambient temperature (+25C) down to the target -80C in 14 hours or less when running on standard power.

- **FDA Compliance:** The electronic temperature logging system must align with FDA 21 CFR Part 11 guidelines for electronic records, ensuring the cold chain logs are secure, unalterable, and admissible for official federal bio-surveillance records.

3.3 Power & Energy Efficiency

- **Dual Power Inputs:** Must be capable of operating on standard AC wall power and DC vehicle power. Both AB and DC power cords must be included in each unit.

- **AC Compatibility**: Must operate in standard AC voltage from 100V to 240 V at 50/60 Hz.

- **DC Compatibility:** Must operate on standard 12V vehicle DC power, the maximum power draw must not exceed 15Amps /150 Watts.

- **Battery Backup**: Must include an integrated battery backup system capable of operating for at least 24 hours to maintain track of temperature and continuous data logging if primary power is lost.

- **Federal Efficiency Standards:** The unit must prioritize energy efficiency to remain operational on low- wattage field source. It must draw minimal power (e.g., less than 3.0 kWh/day) and comply with NIH Manual Chapter 26101-16 (Management of ULT Freezers) and EPA Energy Star Version 2.0 standards for laboratory-grade freezers.

3.4 Ruggedization & Tactical Mobility

- **Durability:** The unit must feature a ruggedized construction specifically designed to survive the continuous shock and vibration of off-road tactical transport in military vehicles without mechanical or compressor failure.

4. Quality Control & Support

4.1 Original Equipment Manufacturer (OEM) & Condition

All deliverable equipment must be brand new. Refurbished, used or unauthorized "gray market" units are strictly prohibited. The contractor must be the Original Equipment Manufacturer (OEM) or an authorized reseller capable of providing the required manufacturer warranties.

4.2 Warranty Requirements

The contractor shall provide a minimum 12-month manufacturer's warranty covering parts and labor.

4.3 Calibration & Documentation

Each unit must be delivered with a valid Certificate of Calibration and Conformity to verify accurate temperature performance and adherence to manufacturing standards prior to deployment.

5. Delivery Requirements

All items must be delivered no later than 60 Days After Date of Contract (ADC).

The equipment shall be delivered to:

DLA DISTRIBUTION SIGONELLA

ATTN: NAMRU EURFACENT N61751

NAS II Bldg. 723 Strada Statale 417

Catania-Gela Sigonella it 95040

POC: TBD

6. Points of Contact

The contractor shall report to the following Technical Point of Contact (TPOC) for all technical matters regarding this contract:

Technical Point of Contact (TPOC)

TBD

Requirements
The U.S Naval Medical Research Unit EURAFCENT (NAMRU- EAC) has a requirement for Six (6) Portable, benchtop freezers in accordance with SOW.

Continuation of Packaging and Marking

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N61751 CountryCode: USA US NAVMEDRSCHU 3 SIGONELLA ATTN: NAMRU-3, FPO AE - AE (USA) 09623 APO, AE 09623 UNITED STATES CDR Micah J. Kinney, NAMRU EURAFCENT Email: micah.j.kinney2.mil@health.mil Telephone: 314-624-2092

Continuation of Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Estimated By Delivery Date 20 Sep 2026	6 Each	Ship To DoDAAC: N61751 CountryCode: ITA ATTN: NAMRU-3, DLA DISTRIBUTION SIG BLDG 452 CML 39 095 86 5752, STRADA STATALE 417 SIGONELLA 95040 ITALY Johnny Muldrow, NAMRU EURAFCENT Email: johnny.k.muldrow2.mil@health.mil Telephone: +39 095 86 2791	FoB Details Contractor Destination

Continuation of Accounting and Appropriation Data

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
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 Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	May 2013		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) *Definitions.* As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

___

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

___

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	TBD
Issue By DoDAAC	TBD
Admin DoDAAC	___
Inspect By DoDAAC	___
Ship To Code	TBD
Ship From Code	___

Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

____

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

Addendum to Contract Clauses

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.225-7962	Vendor Threat Mitigation Support to Operations. (DEVIATION 2026-O0051)	Jun 2026	Deviation 2026-O0051	Jun 2026
252.225-7975	Additional Access to Contractor and Subcontractor Records. (DEVIATION 2026-O0051)	Jun 2026	Deviation 2026-O0051	Jun 2026

DFARS Clauses Incorporated by Full Text

252.229-7003 Tax Exemptions (Italy). (Mar 2012)

TAX EXEMPTIONS (ITALY) (MAR 2012)

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy .

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972 .

(iii) The following fiscal code(s): *80156020630*

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

> "I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972 ."

An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

252.229-7001 Tax Relief. **(Apr 2020)**

TAX RELIEF-BASIC (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: *IVA*	RATE (PERCENTAGE): 22%

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

1. **Quotes** shall be submitted electronically by the date and time indicated on page 1 block 8 of this document to the following email addresses:

sara.vena2.ln@us.navy.mil

david.a.biggs20.civ@us.navy.mil

M-NA-NAVSUP-FLCSI-C200-SHORE-A@us.navy.mil

Electronic mail sent to these addresses shall clearly reference the RFQ number, N6817126QN057 in the subject line.

Quoters are advised that delays can be experienced with the Government's email system. Additionally, the email system capacity for each email is 10 MB. Emails greater than 10 MB will not be delivered and will not be considered. Therefore, quotes exceeding the size limit must be sent via multiple emails. Zip Files will not be accepted.

NOTE: Quoters shall NOT submit quotes using Posta Elettronica Certificata (PEC) or any other similar email delivery systems.

Quote must be in English. Quoters must comply with the detailed instructions in this RFQ for the format and content of the quotes; quotes that do not comply may be considered unacceptable and may render the Quoter ineligible for award.

The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the requirements in the Statement of Work (SOW) but is not required to do so.

Important: The Quoter shall be registered in the System for Award Management (SAM) database prior to award of the contract. SAM website at https://www.sam.gov/SAM/.

2. Quotes shall consist of the following Volumes:

a) Volume I - Technical Capability

To be considered for award, the Offeror's quote must clearly demonstrate that the proposed equipment meets or exceeds all salient characteristics outlined in the Statement of Work (SOW). Offerors shall submit a Technical Capability package consisting of the following:

1. The Offeror shall provide official manufacturer product brochures, or technical data sheets for the proposed Ultra-Low Temperature (ULT) freezers. The submitted documentation must explicitly demonstrate that the proposed equipment meets the technical requirements outlined in the SOW.

2. A brief written statement confirming the Offeror's ability to meet the required 60 Days After Date of Contract (ADC) delivery timeframe.

3. A brief statement confirming the Offeror is the Original Equipment Manufacturer (OEM) or an authorize4d reseller, and that the proposed equipment will include the required minimum 12-month manufacturer warranty and a Certificate of Calibration and Conformity upon delivery.

b) Volume II - Price

This volume shall be a separate file and include the following:

- Standard form 1449, Quoter shall submit a signed copy of the SF-1449 solicitation/Contract/ Order for Commercial Items, with blocks 17a, and 30a through 30c completed. All solicitation amendments (if any) must be acknowledged or signed and returned with the quote.

- Contract Line Item (CLIN) Pricing; the Quoter shall provide a firm-fixed-price for the CLIN listed on the solicitation's pricing schedule. Failure to provide a price for the CLIN may result in the quote being deemed unresponsive.

- Currency: All prices shall be in EURO.

- Value Added Tax (VAT): Prices shall be quoted exclusive of all Italian Value Added tax (VAT). In accordance with DFARS 252.229-7003 "Tax Exemptions (Italy)", the US Government is exempt from paying VAT.

- Delivery Costs: the quoted unit prices shall be all-inclusive. Prices must include all costs associated with the product, including but not limited to packaging and all transportation/delivery charges required to deliver the items to the final destination in Sigonella, Italy.

- Quote Validity Period: The Quoter shall agree to hold the submitted prices firm for a minimum of sixty(60) calendar days from the solicitation's closing date.

c) Volume III - Provisions and Certifications

Quoters shall fill in the following provision included in this solicitation: **DFARS 252.204-7017 " Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation (MAY 2021)"**

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

SAM Registration and Provisions and Certifications. Important: Quoter shall be registered in SAM database prior submission of a quote and prior contract award. Quoter shall provide proof of SAM registration; see FAR Clause 52.204-7 System for Award Management. Further information and guidance regarding SAM can be found at the SAM website: https://sam.gov.

Evaluation - Commercial Products and Commercial Services

Addendum to Evaluation - Commercial Product and Commercial Services

The evaluation procedures will be in accordance with FAR 12.203. The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation is the most advantageous to the Government, price and non-price factors considered, in compliance with the specifications attached to this solicitation.

A quote that meets and exceeds the Government's minimum needs may represent the best value than a quote that just meets the Government's minimum needs. The Government may consider awarding to the best value quote for a higher price. The Government may also award to the lowest priced quote if all quotes are equal in non-priced factors, where there are no added non-priced advantageous from one quote to the other. The Government will make comparative evaluations, weighing the advantages and disadvantages of each quote in making the award decision.

As such, quoters are encouraged to submit quotes that meet and exceed the Government's minimum need to be considered for award and represent the most advantageous quoter.

Moreover, the Government reserves the right to award no contract at all, depending on the quality of quotes submitted and availability of funds. The Government reserves the right to only evaluate non-price factors of the quoters most likely to receive an award based on price.

Factor 1 - Technical Capability

Technical Capability will be evaluated on an Acceptable/Unacceptable basis. Only quotes receiving an acceptable rating on Technical Evaluation will be considered eligible for award.

The quote will be evaluated to determine if the quoter has provided all the required documents listed in the Addendum to 52.212-1 Vol I - Technical Capability, and if Quoter's submission meets the minimum requirement of the Statement of Work.

Table A-1. Technical Ratings

Table 1. Technical Acceptable/Unacceptable Ratings	
Acceptable	Quote meets the minimum requirements of the solicitation.
Unacceptable	Quote does not meet the minimum requirements of the solicitation.

Factor 2 - Price

Quotes will be evaluated in accordance with FAR 12.203.

The quoted prices will be analyzed for completeness and Reasonableness, as follow:

A. Completeness: All price information/date required in the RFQ was submitted. In the event the unit prices(s) and extended price(s) are ambiguous, the government shall use the indicated unit price(s) for evaluation purposes. All CLINs as stated in the solicitation shall be priced. The total firm fixed-price shall include all applicable taxes, shipping and handling costs to the shipping address listed at the top of this document.

B. Reasonableness: Price is fully justified and supported and is considered fair and reasonable under current market conditions.

C. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful quoter within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party.

Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Offeror Representations and Certifications - Commercial Products and Commercial Services

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

FAR Clauses Incorporated by Full Text

52.222-50 Combating Trafficking in Persons. (Deviation 2026-O0038) (Alternate I) (Feb 2026) Alternate I (Feb 2026)

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 22.1703-2(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(c)(1)(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:
N/A	N/A	N/A
N/A	N/A	N/A