# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 37

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 08/10/2026
2. CONTRACT NO. *(If any)*:
3. ORDER NO.:
4. REQUISITION/REFERENCE NO.: 000HCREB-2026-99703
5. ISSUING OFFICE *(Address correspondence to)*:
Centers for Disease Control and Prevention
Chamblee Campus Building 102, MS S102-4
4770 Buford Hwy
Atlanta, GA 30341-3717

6. SHIP TO:
a. NAME OF CONSIGNEE: CDC DISTRIBUTION CENTER (Warehouse)
b. STREET ADDRESS: 3719 NORTH PEACHTREE RD.
c. CITY: CHAMBLEE
d. STATE: GA
e. ZIP CODE: 30341-2221
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR:
b. COMPANY NAME:
c. STREET ADDRESS:
d. CITY:
e. STATE:
f. ZIP CODE:

8. TYPE OF ORDER
[X] a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

[ ] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Section B
10. REQUISITIONING OFFICE: HCREB

11. BUSINESS CLASSIFICATION (*Check appropriate box(es)*)
[ ] a. SMALL [ ] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED

12. F.O.B. POINT: Destination
13. PLACE OF
a. INSPECTION:
b. ACCEPTANCE:
14. GOVERNMENT B/L NO.:
15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*: 90 days after award
16. DISCOUNT TERMS: Net 90 Days

## 17. SCHEDULE *(See reverse for Rejections)*

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|---|---|---|---|---|---|---|
| | This RFQ if for a competitve, firm fixed price purchase order of up to four MVE Liquid Nitrogen Freezers (LN2s) model MVE 1426F with magnetic lid lock MVE 1400 system adapted for mounting on MVE 1426F for increased biosecurity required to store Tier 1 Select Agents, and the ability to communicate with CDC's in-house temperature monitoring system, and vapor auto filling capabilities, and installation with documentation IQOQ. Submit one(1) electronic copy of Technical and Business quotaions. Quotations shall remain valid for 90 days after award. Submit Questions to ah78@cdc.gov by 10:00AM EST on 8/13/26. | | | | | |

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:

17(h) TOT. *(Cont.)*

21. MAIL INVOICE TO:
a. NAME: Centers for Disease Control and Prevention (FMO)
b. STREET ADDRESS *(or P.O. Box)*: PO Box 15580 404-718-8100
c. CITY: Atlanta
d. STATE: GA
e. ZIP CODE: 303330080

*SEE BILLING INSTRUCTIONS ON REVERSE*

17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA *(Signature)*:

23. NAME *(Typed)*: Marie Claxton
TITLE: CONTRACTING/ORDERING OFFICER

## SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

## RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

| SHIPMENT NUMBER | PARTIAL | | DATE RECEIVED | SIGNATURE OF AUTHORIZED U.S. GOV'T REP. | DATE |
|---|---|---|---|---|---|
| | FINAL | | | | |
| TOTAL CONTAINERS | | GROSS WEIGHT | RECEIVED AT | TITLE | |

## REPORT OF REJECTIONS

| ITEM NO. | SUPPLIES OR SERVICES | UNIT | QUANTITY REJECTED | REASON FOR REJECTION |
|---|---|---|---|---|
| | | | | |

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The Government is issuing a request for quotes under NAICS code 334516 Analytical Laboratory Instrument Manufacturing. This is a competitive firm fixed price procurement. The Government will only accept and evaluate quotes from qualified contractors providing supplies and instalation that can meet Tier 1 select agent storage criteria.

Submit quote to Alyssa Thomas at ah78@cdc.gov no later than 9:00 AM, EST on 18 August 2026.

Questions Due Date: Submit questions regarding the RFQ to Alyssa Thomas at ah78@cdc.gov no later than 10:00 AM, EST on 13 August 2026. Questions shall identify the pertinent RFQ Section (eg. SOW, Evaluation/Quote Preparation Instructions, etc.) page number and paragraph number. Questions, with the Government's responses, will be posted to SAM.gov or emailed to quoters.

Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to prospective quoters.

Basis of Award
The Government intends to award a single, firm-fixed-price contract resulting from this solicitation to the responsible offeror whose quote conforms to all solicitation requirements and represents the Best Value to the Government, price and other factors considered.

The evaluation will utilize a Lowest Price Technically Acceptable (LPTA) process. Under this process, the technical evaluation factors establish the minimum requirements for acceptability. Award will be made to the lowest-priced, technically acceptable offeror who is deemed financially and operationally responsible.

# Section B – Continuations of SF347

**Delivery and Lead Time: Within 3 month of contract signature**

| ITEM | SUPPLIES / SERVICES | QTY / UNIT | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|
| 0001 | MVE 1426F-CDC FREEZER<br>Liquid Nitrogen Freezers (LN2s) MVE 1426F-CDC modified.<br>Custodial Account #: 91710<br>FFP | 4 Each | $_____ | $_____ |
| 0002 | MVE1400 LID LOCK SYSTEM (1426)<br>Magnitic lid lock system, mounted on the LN2 freezer described in CLIN 0001 compatible with model MVE 1426F-CDC.<br>Custodial Account #: 91710<br>FFP | 4 Each | $_____ | $_____ |
| 0003 | VAPOR PLATFORM<br>Vapor platform adated for MVE 1426F-CDC with usable height up to 630mm.<br>Custodial Account #: 91710<br>FFP | 4 Each | $_____ | $_____ |
| 0004 | HANGING TEMP REDUCTION SLEEVE (1426)<br>Hanging temperature reduction sleeve.<br>Custodial Account #: 91710<br>FFP | 4 Each | $_____ | $_____ |
| 0005 | MVE TEC 3000 IQOQPQ DOCS<br>TEC 3000 monitoring platform and IQOQPQ documentation.<br>Custodial Account #: 91710<br>FFP | 4 Each | $_____ | $_____ |
| 0006 | Freight<br>Shipping costs.<br>Custodial Account #: 91710<br>FFP | 4 Each | $_____ | $_____ |

**Total Price:$_____**

# Section C: Contract Statement of Work/Description/Specification

## Purpose and Scope

The CDC is seeking proposals to procure Liquid Nitrogen (LN2) vapor-phase freezers to replace end-of-life units within the Viral Special Pathogens Select Agent Program (BSL-4 environment). This covers the purchase, installation, validation, and integration of MVE 1426F-CDC LN2 vapor-phase freezers.

## 1. Technical and Functional Specifications

A. Functional Requirements

i. Freezer Type: MVE 1426F-CDC Vapor-phase liquid nitrogen (LN2) freezer modifed with magnetic lid lock MVE 1400 system adapted for mounting on MVE 1426F to meet CDC requirements suitable for long-term storage of biological materials, explicitly rated for Tier 1 Select Agents, with mounted Magnetic lock lid system

ii. Capacity: Vendor must specify model and make of the proposed freezer, gross and net sample capacity (number of racks/tubes/boxes) and rack configuration options. The Freezers must be compatible with existing systems and be a MVE 1426F-CDC with magnetic lock system, TEC-3000 monitor able to communicate with e-control system and

iii. Temperature Performance:

a. Nominal operating temperature range: vapor-phase LN2 storage temperatures typical for cryogenic storage.

b. Hold time: specify empty and loaded hold time at the stated LN2 fill schedule (vendor to provide data).

c. Uniformity: vendor to provide temperature uniformity and stability specifications and supporting test data.

B. Lid/Access

i. Locking lid must be mounted and magnetic

ii. Lid design should minimize frost/ice and LN2 loss during normal use.

## 2. Security and Physical Modifications

A. Mounted and compatible Magnetic Locking (Maglock) Lid System for use on :

i. MVE 1426F-CDC freezer must be modified with magnetic lid lock MVE 1400 system (factory or post-sale modification by qualified personnel) with a welded-

on magnetic locking system that meets CDC Select Agent Program physical security requirements.

B. Monitoring, Alarms, and Interfaces

i. Monitoring System:

a. MVE 1426F-CDC Freezer must include a monitoring system capable of communicating with CDC's in-house monitoring system. Vendor must document communication protocol, network interface (e.g., Ethernet, RS-232/485), data formats, and any middleware required.

ii. Temperature Probe and Valve Monitoring:

b. Temperature probe B shall be relocated into the fill valve and wired into the fill valve alarm software so that a stuck valve condition is detected and alarms are generated in a timely manner. Vendor must describe probe placement, wiring, and logic for the alarm.

iii. High-Containment Alarm Integration:

c. MVE 1426F-CDC Freezer must communicate with the laboratory's High Containment (BSL-4) alarm system using a TEC 3000 monitor.

**3. Service, Installation, and Personnel Requirements**

A. Service Personnel:

i. Vendor must provide trained service representatives who are authorized and capable of installing and servicing these modified LN2 freezers.

B. On-Site Installation:

i. Vendor to provide documentation of successful IQOQPQ following installation.

C.Warranty:

i. State warranty coverage period for equipment and modifications, including labor and parts. Specify remedies for defects discovered during warranty period.

**4. Compliance and Documentation**

A. Regulatory Compliance:

i. Equipment must be commercial off-the-shelf (COTS) modified as necessary to meet CDC specialized high-containment laboratory requirements and Select Agent Program standards.

ii. Vendor must declare conformity with applicable safety standards and provide supporting documentation (e.g., materials, pressure/vacuum ratings, CE/UL listings if applicable).

**5. Acceptance Criteria and Testing Protocol**

A. Acceptance tests to be completed before final acceptance and payment:

i Visual inspection and verification of physical modifications (welded magnetic lock).

ii. Temperature uniformity and stability tests with instrumentation traceable to NIST (or equivalent); vendor to supply calibration certificates.

iii. Alarm integration verification: exercise alarms and demonstrate notification to CDC'S in-house monitoring system and BSL-4 alarm system; demonstrate probe B functionality (simulate stuck valve).

iv. Security test: lock operation, and access control behavior.

v. Documentation review: all manuals, schematics, and IQOQPQ reports delivered and approved.

## Section D: Contract Administrative Data

### D1. 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 through properly written modification(s) to the contract.

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

**D2. 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 CDCG.08 Applicable Service Contract Labor Standards Wages (Jul 2017)

## Section E: Special Requirements

### E1. CDCH.10 Artificial Intelligence Compliance and Risk Management Plan (July 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 contractor must identify whether 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.

The vendor must ensure that any AI use adheres to the following requirements of the HHS AI Strategy:

AI Safeguards:

- The contractor must assess and reduce risks related to unintended disclosure of sensitive information, including conducting model-specific risk analyses before releasing or sharing AI models or model weights. Documentation must describe the origin, quality, and suitability of training data; how bias is identified and managed; how sensitive data is protected; and how models are selected, trained, tested, validated, audited, and maintained. The contractor must also document data sourcing, transparency practices, output weighting methods, and responsible data use. Compliance with NIST standards and HHS AI policy must be documented.

Data Portability and Interoperability:

- The contractor or service provider must ensure the use of open and standard Data formats and application programming interfaces (APIs) for all Data Outputs, Custom Developments, and AI Systems.

- The contractor or service provider must ensure that neither the Contractor nor any applicable Service Provider use proprietary technologies or formats that require additional licensing or create vendor dependencies

- The contractor or service provider must provide tools enabling government customers to export all Government Data and content (including user-generated content, conversational history, uploaded documents, media files, and custom knowledge bases) in open, machine-readable formats such as JSON or XML. The export must preserve the data's structural and relational integrity, including associated schema definitions. The exported data and schema must be sufficient to allow accurate and complete ingestion and reconstruction of the data and relationships within a separate system and must not otherwise create vendor lock-in situations.

**E2. CDCH.12 Observance of Legal Holidays and Unscheduled Facility Closures (On-site Performance) (Jan 2026)**

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

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by Presidential proclamation

For purposes of contract performance, the Contractor shall observe the above holidays on the date observed by the Government. Observance of such days shall not be cause for an additional period of performance or entitlement to compensation except as otherwise set forth in the contract. No form of holiday or other premium compensation will be reimbursed; however, this does not preclude reimbursement for overtime work authorized in advance and in writing by the Contracting Officer.

(b) Unscheduled Facility Closures

In the event Government facilities are closed due to inclement weather, potentially hazardous or unsafe conditions, or other special circumstances, contractor personnel assigned to work within those facilities are automatically dismissed. Notwithstanding the terms herein, the contractor shall comply with any specific contract terms that require a level of ongoing support for critical operations during times of facility closure. The contractor may also continue to provide support under a scheduled telework arrangement in accordance with the terms of the contract if the contract expressly authorizes telework in writing.

(c) Cost Impact

Accounting for costs associated with an unscheduled facility closure is unique to each contract, but the contractor shall mitigate costs to the degree it is reasonably possible.

**E3. CDCH.23 Evaluation of Contractor Performance Utilizing CPARS (Apr 2026)**

In accordance with FAR 42.11, Centers for Disease Control and Prevention (CDC) will review and evaluate contract performance. FAR 42.802 and 42.1102 requires agencies to prepare evaluations of contractor performance and submit them to the Contractor Performance Assessment Reporting System (CPARS). CDC utilizes this web-based system to prepare and report contractor performance evaluations. All information contained in these assessments may be used by the Government, within the limitations of FAR 42.11, for future source selections in accordance with FAR 15.104 where past performance is an evaluation factor.

The CPARS system requires a contractor representative to be assigned so that the contractor has appropriate input into the performance evaluation process. The CPARS contractor representative will be given access to CPARS and will be given the opportunity to concur or not-concur with performance evaluations before the evaluations are complete. The CPARS contractor representative will also have the opportunity to add comments to performance evaluations.

The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described in the guides on the CPARS website. Refer to: www.cpars.gov for details and additional information related to CPARS, CPARS user access, how contract performance assessments are conducted, and how contractors participate. Access and training for all persons responsible for the preparation and review of performance assessments is also available at the CPARS website.

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS and reviewing and commenting on performance evaluations. The contractor must maintain a current representative to serve as the contractor representative in CPARS. It is the contractor's responsibility to notify the CDC contracting office, in writing (letter or email), when their CPARS representative information needs to be changed or updated. Failure to maintain current CPARS contractor representative information will result in the loss of an opportunity to review and comment on performance evaluations.

## Section F: Contract Clauses

### 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services.

As prescribed in 12.205(a)(1), insert a clause substantially as follows:

INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact

time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

**52.212-2 Evaluation—Commercial Products and Commercial Services.**

As prescribed in 12.205(a)(2), insert a provision substantially as follows:

EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

*[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]*

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror 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 or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**52.212-4 Terms and Conditions—Commercial Products and Commercial Services.**

As prescribed in 12.205(b)(3), insert the following clause:

TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate

consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address

designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming

due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**52.204-7 System for Award Management—Registration.**

As prescribed in 4.208(b)(1), insert the following provision:

SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION DATE)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) *Definitions*. As used in this provision—

*Commercial and Government Entity (CAGE) code* has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

*Electronic Funds Transfer (EFT) indicator* means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

*Predecessor* means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

*Taxpayer identification number* means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

*Unique entity identifier (UEI)* has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

| If the Offeror is… | Then… |
|---|---|
| Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation | Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) |
| Located in a country that is not a member of NATO or a sponsored nation | Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx) |

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

| Provision | Title | Date |
|---|---|---|
| 52.204-5 | Women-Owned Business (Other Than Small Business) | Oct 2014 |

| | | |
|---|---|---|
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations—Representation | Nov 2015 |
| 52.209-5 | Certification Regarding Responsibility Matters | Aug 2020 |
| 52.209-11 | Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law | Feb 2016 |
| 52.219-1 | Small Business Program Representations | Feb 2024 |
| 52.219-1 Alt I | Small Business Program Representations, with its Alternate I | Feb 2024 |
| 52.219-1 Alt II | Small Business Program Representations, with its Alternate II | Mar 2023 |
| 52.226-2 | Historically Black College or University and Minority Institution Representation | Oct 2014 |

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

**52.225-1 Buy American-Supplies**

As prescribed in 25.601(a)(1)(i), insert the following clause:

BUY AMERICAN-SUPPLIES (DEVIATION DATE)

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

*Commercially available off-the-shelf (COTS) item—*

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

*Component* means an article, material, or supply incorporated directly into an end product.

*Cost of components* means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105 .

*Domestic end product* means—

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

*End product* means those articles, materials, and supplies to be acquired under the contract for public use.

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

*Foreign end product* means an end product other than a domestic end product.

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the

cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item, except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of clause)

**52.225-2 Buy American Certificate.**

As prescribed in 25.601(a)(2), insert the following provision:

BUY AMERICAN CERTIFICATE (OCT 2022)

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also

indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

| Line Item No. | Country of origin | Exceeds 55% domestic content (yes/no) |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(b) Foreign End Products:

(b)[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. ___

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

**52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act.**

As prescribed in 25.601(b)(1)(i), insert the following clause:

BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT (DEVIATION DATE)

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

*Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product* means an article that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Morocco, Oman, Panama, or Peru; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Morocco, Oman, Panama, or Peru into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

*Commercially available off-the-shelf (COTS) item—*

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

*Component* means an article, material, or supply incorporated directly into an end product.

*Cost of components* means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition,

plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

*Domestic end product* means—

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both–

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

*End product* means those articles, materials, and supplies to be acquired under the contract for public use.

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

*Foreign end product* means an end product other than a domestic end product.

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Free Trade Agreement country* means Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore.

*Free Trade Agreement country end product* means an article that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

*Israeli end product* means an article that—

(1) Is wholly the growth, product, or manufacture of Israel; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Israel into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) *Components of foreign origin*. Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(c) *Delivery of end products*. 41 U.S.C. chapter 83, Buy American statute, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item, except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners. In addition, the Contracting Officer has determined that FTAs (except the Bahrain, Morocco, Oman, Panama, and Peru FTAs) and the Israeli Trade Act apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "Buy American—Free Trade Agreements—Israeli Trade Act Certificate." If the Contractor specified in its offer that the Contractor would supply a Free Trade Agreement country end product (other than a Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product) or an Israeli end product, then the Contractor shall supply a Free Trade Agreement country end product (other than a Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product), an Israeli end product or, at the Contractor's option, a domestic end product.

(End of clause)

**52.217-6 Option for Increased Quantity.**

As prescribed in 17.203(d), insert a clause substantially the same as the following:

OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

**352.232-71 Electronic submission of payment requests**

As prescribed in HHSAR 332.7003, use the following clause:

Electronic Submission of Payment Requests

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

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

(b) Except as provided in paragraph (c) of this clause, the Contractor shall 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) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

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

(End of Clause)

## Section G: Instructions, Conditions, and Notice to Offeror

### G1. CDCL.02 Alternate Protest Procedures (Jan 2026)

(a) In accordance with FAR 33.104-4(a)(5), interested parties may request an independent review of their agency protest at a level above the contracting officer. This independent review is available as an alternative to consideration by the contracting officer of a protest or is available as an appeal of a contracting officer decision on a protest. A protest must clearly identify any request regarding the above.

(b) Protests or appeals described in (a) shall be submitted to the Associate Director for Acquisition Services, Office of Acquisition Services, Office of Financial Resources, Centers for Disease Control and Prevention by email at ftg4@cdc.gov.
(c) Protests will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

**G2. CDCL.03 – Disclosure of Artificial Intelligence Use in Contract Performance (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.

**G3. CDCL.09 Contractor Performance Assessment Reporting System (CPARS) Requirements (Jan 2026)**

In accordance with FAR 42.11, Centers for Disease Control and Prevention (CDC) will review and evaluate contract performance. FAR 42.1101 and 42.1102 requires agencies to prepare evaluations of contractor performance and submit them to the Contractor Performance Assessment Reporting System (CPARS). CDC utilizes this web-based system to prepare and report contractor performance evaluations. All information contained in these assessments may be used by the Government, within the limitations of FAR 42.11, for future source selections in accordance with FAR 15.104 where past performance is an evaluation factor.

The CPARS system requires a contractor representative to be assigned so that the contractor has appropriate input into the performance evaluation process. The CPARS contractor representative will be given access to CPARS and will be given the opportunity to concur or not-concur with performance evaluations before the evaluations are complete. The CPARS contractor representative will also have the opportunity to add comments to performance evaluations.

The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described in the guides on the CPARS website. Refer to: www.cpars.gov for details and additional information related to CPARS, CPARS user access, how contract performance assessments are conducted, and how contractors participate. Access and training for all persons responsible for the preparation and review of performance assessments is also available at the CPARS website.

The contractor must provide the CDC contracting office with the name, e-mail address, and phone number of their designated CPARS representative who will be responsible for logging into CPARS and reviewing and commenting on performance evaluations. The contractor must maintain a current representative to serve as the contractor representative in CPARS. It is the contractor's responsibility to notify the CDC contracting office, in writing (letter or email), when their CPARS representative information needs to be changed or updated. Failure to maintain current CPARS contractor representative information will result in the loss of an opportunity to review and comment on performance evaluations.

Provide the current CPARS representative information below.

_____
PRINT OR TYPE NAME

_____
EMAIL ADDRESS AND PHONE NUMBER

**G4. Instructions to Offeror:**

(1) ***Submission of offer***. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation or as otherwise specified in the solicitation. As a minimum, offers must show—

**(a) The RFQ Number: 75D301-26-Q-79196;**
(b) The date and time specified in the solicitation for receipt of offers;
(c) The name, address, and telephone number of the offeror;
(d) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
(e) Price and any discount terms; and
(f) Acknowledgment of Solicitation Amendments;
(g) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
(h) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. If the offer fails to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(2) ***Period for acceptance of offer.*** The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in the solicitation.

(3) Offeror is responsible for submitting offer, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 3:00 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(4) ***Withdrawal of Offers.*** Offer may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(5) ***Purchase order award.*** The Government intends to evaluate the offer and award a purchase order to the responsible offeror submitting the Quotation (Technical and Business) determined to be the most advantageous and the best value to the Government as evaluated under the criteria described in Section H.2.

The Government intends to award without exchanges with contractors. Consequently, Contractors are highly encouraged to offer their best technical and pricing quotes in their initial submissions. However, the Government reserves the right to discuss submissions with any or all contractors submitting a technical and price quote, if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to conduct exchanges. A Contractor may be eliminated from consideration for award without further exchanges if its technical and/or pricing quotes are not among those Contractors considered most advantageous to the Government based on a best value determination. The Government anticipates awarding one purchase order resulting from this RFQ. The Government reserves the right to make a single award or no award at all as a result of this RFQ. In addition, the RFQ may be amended or canceled as necessary to meet Government's requirements.

### G5. Questions

Questions concerning the solicitation document should be submitted in writing by email to the issuing office by 13 August 2026 at 10AM EST. **Offerors are instructed to contact ONLY the Contracting Office releasing the solicitation in connection with any aspect of the requirement prior to task order award**. Questions received and corresponding answers regarding the RFQ will be posted in the same method of the solicitation. Any additions, deletions, or changes to the solicitation will be made by an amendment.

### G6. Required Technical Documentation

Offerors must provide:

(1) Detailed technical specifications confirming compliance with the MVE 1426F-CDC and magnetic lock modifications.

(2) Communication protocols and network interface details for the TEC 3000 monitor integration.

(3) Documentation of safety standard conformity (CE/UL listings).

(4) Past performance references for supplying/servicing LN2 freezers in high-containment environments.

## SECTION H –EVALUATION FACTORS FOR AWARD

### H.1 Evaluation of Offer:

This solicitation will be awarded to the Contractor whose proposal is considered to be the most advantageous to the Government in technical, price, and other factors identified below, all being considered.

**H.2 Evaluation Criteria:**
Award will be made to the responsible offeror whose quote conforms to the solicitation and offers the best value to the Government. Evaluation will be based on:

(1) Technical compliance: ability to meet functional, security, and monitoring requirements.
(2) Proven experience: vendor track record of supplying and servicing LN2 freezers in high-containment environments; references required.
(3) Integration readiness: demonstrated capability to integrate with CDC'S in-house monitoring system and BSL-4 alarm systems, including sample interface documentation.
(4) Delivery and lead time: within 3 months of the contract signature
(5) Lowest Price Technically Acceptable

**H.3 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.

## SECTION I –ATTACHMENTS

Attachment 1: A1b CDC Requirements Document (Liquid Nitrogen Freezers (LN2s) MVE 1426F with Magnetic Lock, TEC-3000 compatibility)

Attachement 2: Artificial Intelligence (AI) Use Compliance and Risk Management Plan