SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. 610-26-3-279-0115

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C25026Q0742

6. SOLICITATION ISSUE DATE: 07-30-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Timothy L. Garrity

b. TELEPHONE NO. (No Collect Calls): None

8. OFFER DUE DATE/LOCAL TIME: 08-14-2026 10:00 EDT

9. ISSUED BY — CODE 36C250

Department of Veterans Affairs
Network Contracting Office 10
24 Frank Lloyd Wright Drive
Lobby M Suite M2200
Ann Arbor MI 48105
Timothy L. Garrity
timothy.garrity@va.gov

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [X] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 339113

SIZE STANDARD: Y 800 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. METHOD OF SOLICITATION

- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE 36C610

Department of Veterans Affairs
Northern Indiana Healthcare System
Fort Wayne Campus
2121 Lake Avenue
Fort Wayne IN 46805

16. ADMINISTERED BY — CODE 36C250

Department of Veterans Affairs
Network Contracting Office 10
24 Frank Lloyd Wright Drive
Lobby M Suite M2200
Ann Arbor MI 48105

17a. CONTRACTOR/OFFEROR CODE | FACILITY CODE

TELEPHONE NO. UEI: EFT:

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

This will be accomplished through the Tungsten Network located at: http://www.fsc.va.gov/einvoice.asp
This is mandatory and the sole method for submitting invoices.

PHONE: FAX:

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

- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide equipment, delivery, installation and warranty for overhead patient lifts for the Fort Wayne Medical Center per the Statement of Work (attached), and the terms and conditions incorporated herein All quotes must be received by NLT 08/04/2026 @ 10:00AM EDT. Pleas submit all quotes via email to the Contract Specialist at: timothy.garrity@va.gov FAR 52.225-2 BUY AMERICAN CERTIFICATE MUST BE FILLED OUT AND SUBMITTED WITH THE QUOTE IN ORDER TO BE CONSIDERED FOR AWARD. THE CLAUSE AT VAAR 852.219-76, VA NOTICE OF LIMITIATIONS ON SUBCONTRACTING - CERTIFICATE OF COMPLIANCE FOR SUPPLIES AND PRODUCTS WILL BE ATTACHED SEPARATELY FROM THE RFQ AND IS REQUIRED TO BE COMLPETED, SIGNED AND RETURNED WITH THE OFFEROR'S QUOTATION. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] 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

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

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): Shelton Beasley

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

1. Contract Administration: All contract administration matters will be handled by the following individuals:
   a. CONTRACTOR: TBD
   b. GOVERNMENT: Contracting Officer 36C250
   Department of Veterans Affairs
   Network Contracting Office 10
   24 Frank Lloyd Wright Drive
   Lobby M Suite M2200
   Ann Arbor MI 48105

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:
   a. Quarterly []
   b. Semi-Annually []
   c. Other [X] Upon receipt, inspection, and acceptance by the VA COR

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

STATEMENT OF WORK

1. **GENERAL INFORMATION**
   Contractor to provide and install overhead patient lifts and provide a 5-year extended warranty which includes parts and maintenance for the Fort Wayne Medical Center. This is to ensure that patient and nurse safety is in compliance with current overhead patient lifts reaching end of life and beyond economical repair.

2. **PLACES OF PERFORMANCE**

NIHCS – Fort Wayne Campus
2121 Lake Avenue **Fort Wayne, IN 46805**

3. **SCOPE OF WORK:**
   a. Services shall include all manpower, parts, installation, maintenance and support to include any freight charges and travel for this contract.
   b. Keep the overhead patient lift systems and its covered components functional as intended.
   c. All system components, new and/or existing, shall run smoothly throughout the course of the contract.
   d. All system components are deemed and tested to be safe according to our VA patient safety standards.
   e. All system components shall have preventive maintenance performed to ensure safety according to the HTM preventive maintenance schedule.
   f. The previous system's railing system is included in the system components of this procurement.
   g. The number of lifts includes 22 272KG lifts and 4 454KG lifts on 4th floor Fort Wayne Medical Center and a single 454KG lifts in the Emergency Room Department of Fort Wayne Medical Center.
   h. Contractor shall provide:
      i. Extended Hardware and Software Warranty
      ii. Hardware and Software Support for systems indicated below
      iii. Software Updates
      iv. On-site Repair

4. **CONTRACTOR REQUIREMENTS FOR SERVICES TO BE PROVIDED:**
   a. Contractor shall perform all services within this statement of work in conformance with the Original Equipment Manufacturer standards and specifications.

b. Contractor shall perform work in a professional manner and to the highest standards
c. Contractor shall check in with VAMC at time of arrival and checkout as defined in service hours.
d. Contractor to complete the VA Security Clearance process and have all employees working on VA property properly badged with VA contractor badges through Police Services before beginning any work at the VA. All contractors shall wear VA Contractor Badges at all times during while onsite
e. Contractor employees shall be fully qualified.
f. Contractor to remove all trash and debris at the completion of job. The work area is to be kept clean at all times.
g. The Contractor is to ensure that all tools, equipment and material are kept and placed in an orderly fashion to have as little impact on daily operations of the hospital, staff and patients.
h. Extended Hardware and Software Warranty
    i. On-site repair of system, as needed.
    ii. Extended software warranty for all proprietary software components of the system to ensure they perform in substantial compliance with the documentation.
    iii. Hardware support as applicable.
i. Software Support
    i. Unlimited telephone support.
    ii. Unlimited support via approved Site-2-Site/VPN tunnel.
j. Software Updates
    i. Automatic updates for all new software enhancements, including updates and patches to components that are released at no additional charge.
    ii. Any “bug” fixes, enhancements and feature requests developed by the Original Equipment Manufacturer (OEM).
k. On-site Repair
    i. Contractor shall report to the Program Specialists’ office, Facilities Management Service to log in during normal working hours.
    ii. Contractor at the end of each service shall provide a legible field service report to the COR.
    iii. All required signatures will be obtained from the COR only.
    iv. Once service is completed, Contractor shall log out in the same place they logged in.
    v. If services are provided after hours, the service field report will be placed in the box on the Program Specialists door.
l. Contractor Employee Competency Requirements
    i. Contractor staff shall include a primary and back-up Field Service Representative that is “fully qualified”.
    ii. Field Service Representatives shall have successfully completed a formalized training program for the equipment covered under this contract.
        1. Field Service Engineers shall have a minimum of one (1) year of experience providing preventative maintenance and emergency repair services on the same make and model of equipment under this contract.

2. At the Government's request, the Contractor shall provide written assurance of the competency of their personnel by detailing a list of Field Service Representatives along with applicable training and years of service experience on the specific device on this contract.

m. Safety Requirements
   i. Contractor shall take all necessary precautions to protect contractor personnel and property from damage during performance of this contract.
   ii. Contractor shall be responsible for any injury to contractor employees and personal property that occurs during the performance of this contract caused by contractor employees' fault or negligence.

5. ADMINISTRATIVE

a. CONTRACTING RESPONSIBILITIES

Contracting Officer	
Address	
Phone Number	
Email Address	

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract.

The Contractor shall communicate with the Contracting Officer on all matters pertaining to the contract administration.

Only the Contracting Officer is authorized to make commitments or issue any modification to include but not limited to:

1. Terms affecting price, or
2. Terms affecting quality or quantity of the performance of this contract.

The Contracting Officer shall resolve complaints concerning Contractor relations with the Government, government employees or patients.

The Contracting Officer is the final authority on validating complaints.

In the event that the Contractor effects any such change at the direction of any person other than the Contracting Officer without prior authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

In the event that the procured services on this contract do not meet the VA's quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance

improvement plan, increased monitoring of the contracted services; consultation or training for Contractor personnel to be provided by the VA; replacement of the personnel and/or renegotiation of the contract terms or termination of the contract.

b. PERIOD OF PERFORMANCE:
This is an equipment procurement. The period of performance shall be determined after procurement to fit the installation window of the contractor. The extended warranty shall last for 5 years after installation.

c. DUTY HOURS
Contractor shall provide any needed on-site services during normal business hours of 8:00 am and 5:00 pm Monday through Friday, except for Federal Holidays:

- New Year's Day
- Dr. Martin Luther King Jr Day
- Presidents Day
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any other day specifically declared a Federal Holiday by the President of the United States

d. ANNUAL OFFICE OF INSPECTOR GENERAL (OIG): In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (HHS) Office of Inspector General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.
Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at http://oig.hhs.gov/exclusions/index.asp to ensure that the proposed technician(s) are not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employ or enter into contracts with

excluded individuals to provide items or services to Federal program beneficiaries.

e. **INHERENT GOVERNMENT FUNCTIONS:** Contractor and employees shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance and strategy.

f. **NO EMPLOYEE STATUS**
   1. The Contractor shall be responsible for protecting the employee furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:
      a. Workers Compensation
      b. Professional Liability Insurance
      c. Health examinations
      d. Income tax withholding
      e. Social Security Payments

g. **BILLING AND INVOICING:** Invoice requirements and supporting documentation shall be submitted no later than the 20th workday of the following month of services being rendered.
Subsequent changes or corrections shall be submitted by a separate 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. **VENDOR ELECTRONIC INVOICE SUBMISSION METHODS:**
Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

VA's Electronic Invoice Presentment and Payment System – the FSC uses a third-party contractor, Tungsten Network (referred to OB10), to transition vendors from paper to electronic invoice submission. Please go to this website: https://www.tungsten-network.com/customer-

campaigns/veteransaffairs/ to enroll in the program and begin submitting the electronic invoices, free of charge.

A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site http://www.x12.org

The Contractor may contact FSC at the phone or email address listed below with any questions about the e-invoicing program or Tungsten Network:

1. OB10 e-Invoice Setup Information: 1-877-489-6135
2. OB10 e-Invoice email: VA.Registration@ob10.com
3. FSC e-Invoice Contact Information: 1-877-353-9791
4. FSC e-Invoice email: vafsccshd@va.gov

i. MANDATORY TRAINING:

1. All contractor personnel shall successfully complete TMS training number VA20939-VA Privacy Training for Personnel without Access to VA Computer Systems or VA Sensitive Information.
2. To self-enroll in TMS you must follow the instructions below:
   a. Go to https://www.tms.va.gov/SecureAuth35/
   b. From the log in page, in the brown navigation bar click the Create New User link.
   c. In the VA TMS Self Enrollment page, select the appropriate division: VHA
   d. Click Next
   e. Click the appropriate description of what you will be
   f. Click Next
   g. In My Account Information section fill out all the required information
   h. If there is a security pop-up click allow
   i. In the email pop up add any additional information and click send
   j. In My Job Information fill in all the required information
      I. VA Location: NIHCS
      II. VA Point of Contact: Shawn DiRocco
      III. VA POC email: shawn.dirocco@va.gov
      IV. VA POC phone: 260-426-5431 x61220
      V. Contract Length: 3 years
      VI. Contract #: TBD
      VII. Preferred Accreditation:
      VIII. Vendor Name:
      IX. Project Manager: Shawn DiRocco
      X. Click Submit
   k. From the Congratulations page, note and write down the TMS User ID

l. Click Continue
m. Complete Course and provide a copy of the Certificate to both the COR and CO/CS.

3. The Contractor shall provide all technicians TMS certificate of completion within 2 weeks from the date of award, and annually thereafter.
4. Failure to complete the mandatory annual training, within the timeframe required, is grounds for suspension or termination of all work on the contract until such time as the training documents are complete and provided.

j. BACKGROUND CHECK

1. COST:
   a. The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the contractor shall reimburse the VA within 30 days. The cost of a background investigation is currently $382.00. If a federal background investigation has previously been completed and is able to be reciprocated, the contractor shall reimburse the VA the cost of the background investigation reciprocation, which is currently $32.00. This price is subject to change at any time.
2. SECURITY PROCESS:
   a. The contractor shall review the packet of information provided by the VA regarding background investigations and submit a complete package (including all technician documents) within 14 business days of award.
   b. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.
   c. Failure to comply with the contract or personnel security requirements may result in termination of the contract for default.

d. The Government, upon award, will provide the contractor with a packet of information regarding the background investigation process and required forms. The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. The contractor will reimburse the VA facility within the required timeframes.

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Savaria Handicare - Brand Name Only Part Number: M2F272-12-03-02-NA Description: M-CLIN 2F 272KG DHU CCR WG NA PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	22.00	EA	_____	_____
0002	Savaria Handicare - Brand Name Only Part Number: M920337 Description: DECAL WEIGHT LOAD TEST 272 KG PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	22.00	EA	_____	_____
0003	Savaria Handicare - Brand Name Only Part Number: M920514 Description: SAVARIA CHARGER HOLDER FOR A SERIES & AP 300/450 CHARGER PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	22.00	EA	_____	_____
0004	Savaria Handicare - Brand Name Only Part Number: 690323 Description: POWERPRO ONE MULTI MATERIAL INTERIOR SCREW 6X1-1/4 IN PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	44.00	EA	_____	_____
0005	Savaria Handicare - Brand Name Only Part Number M9020660-272-SV Description: CARRY BAR ASSY 2H 272KG PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	22.00	EA	_____	_____
0006	Part Number: 850010S	22.00	EA	_____	_____

Description: LABOR
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies

0007	4.00	EA	_____	_____

Savaria Handicare - Brand Name Only
Part Number: MBA454-12-13-02-NA
Description: M-BARI 4F 454KG DHU OMNI WG NA
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies

0008	4.00	EA	_____	_____

Savaria Handicare - Brand Name Only
Part Number: M921431
Description: DECAL WEIGHT LOAD TEST 454KG
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies

0009	4.00	EA	_____	_____

Savaria Handicare - Brand Name Only
Part Number: M920514
Description: SAVARIA CHARGER HOLDER FOR A SERIES & AP 300/450 CHARGER
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies

0010	8.00	EA	_____	_____

Savaria Handicare - Brand Name Only
Part Number: 690323
Description: POWERPRO ONE MULTI MATERIAL INTERIOR SCREW 6X1-1/4 IN
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies

0011	4.00	EA	_____	_____

Savaria Handicare - Brand Name Only
Part Number: M921175-544
Description: CARRY BAR 2H 544KG
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies

0012	4.00	EA	_____	_____	
	Part Number: 850010S Description: LABOR PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies				
0013	1.00	EA	_____	_____	
	Savaria Handicare - Brand Name Only Part Number: MBA454-1113-00-NA Description: M-BARI 4F 454 DHU NA PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies				
0014	1.00	EA	_____	_____	
	Savaria Handicare - Brand Name Only Part Number: M921431 Description: DECAL WEIGHT LOAD TEST 454KG PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies				
0015	1.00	EA	_____	_____	
	Savaria Handicare - Brand Name Only Part Number: M920514 Description: SAVARIA CHARGER HOLDER FOR A SERIES & AP 300/450 CHARGER PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies				
0016	2.00	EA	_____	_____	
	Savaria Handicare - Brand Name Only Part Number: 690323 Description: POWERPRO ONE MULTI MATERIAL INTERIOR SCREW 6X1-1/4 IN PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies				
0017	1.00	EA	_____	_____	
	Savaria Handicare - Brand Name Only Part Number: M921175-544 Description: CARRY BAR 544KG PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical				

	Instruments, Equipment, and Supplies				
0018	Part Number: 850010S Description: LABOR PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	1.00	EA	_____	_____
0019	Part Number: 880110S Description: EXTENDED WARRANTY PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	27.00	EA	_____	_____
0020	Part Number: 400000 Description: FREIGHT PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	1.00	EA	_____	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001	SHIP TO: MARK FOR: FOB:	Department of Veterans Affairs NIHCS - Fort Wayne Campus 2121 Lake Avenue Fort Wayne, IN 46805 USA Shawn DiRocco (260) 404-4233 shawn.dirocco@va.gov DESTINATION	22.00	180 Days ARO
0002	SHIP TO: FOB:	Same as 0001 DESTINATION	22.00	180 Day ARO
0003	SHIP TO: FOB:	Same as 0001 DESTINATION	22.00	180 Days ARO
0004	SHIP TO: FOB:	Same as 0001 DESTINATION	44.00	180 Days ARO
0005	SHIP TO: FOB:	Same as 0001 DESTINATION	22.00	180 Days ARO
0006	SHIP TO: FOB:	Same as 0001 DESTINATION	22.00	180 Days ARO
0007	SHIP TO:	Same as 0001	4.00	180 Days ARO

	FOB:	DESTINATION		
0008	SHIP TO: FOB:	Same as 0001 DESTINATION	4.00	180 Days ARO
0009	SHIP TO: FOB:	Same as 0001 DESTINATION	4.00	180 Days ARO
0010	SHIP TO: FOB:	Same as 0001 DESTINATION	8.00	180 Days ARO
0011	SHIP TO: FOB:	Same as 0001 DESTINATION	4.00	180 Days ARO
0012	SHIP TO: FOB:	Same as 0001 DESTINATION	4.00	180 Days ARO
0013	SHIP TO: FOB:	Same as 0001 DESTINATION	1.00	180 Days ARO
0014	SHIP TO: FOB:	Same as 0001 DESTINATION	1.00	180 Days ARO
0015	SHIP TO: FOB:	Same as 0001 DESTINATION	1.00	180 Days ARO
0016	SHIP TO: FOB:	Same as 0001 DESTINATION	2.00	180 Days RO
0017	SHIP TO: FOB:	Same as 0001 DESTINATION	1.00	180 Days ARO
0018	SHIP TO: FOB:	Same as 0001 DESTINATION	1.00	180 Days ARO
0019	SHIP TO: FOB:	Same as 0001 DESTINATION	27.00	180 Days ARO
0020	SHIP TO: FOB:	Same as 0001 DESTINATION	1.00	180 Days ARO

SECTION C - CONTRACT CLAUSES

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.1 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of Clause)

C.2 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (NOV 2025) (DEVIATION)

(a) *Equal opportunity clause*. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract

Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

C.3 52.223-23 SUSTAINABLE PRODUCTS (NOV 2025) (DEVIATION)

(a) Definitions. As used in this clause—

Sustainable products means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (*https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products*).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/)

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2)Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of Clause)

C.4 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at *https://www.sam.gov* (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical

to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at *https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists*.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at *https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information*.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at *https://www.trade.gov/consolidated-screening-list*, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f)*Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Provision)

C.5 VAAR 852.247-71 DELIVERY LOCATION (OCT 2018)

Shipment of deliverable items, other than reports, shall be to:
Department of Veterans Affairs
Northern Indiana Healthcare System
Fort Wayne Campus
2121 Lake Avenue
Fort Wayne IN 46805

(End of Clause)

C.6 VAAR 852.247-73 PACKING FOR DOMESTIC SHIPMENT (OCT 2018)

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with regulations of carriers as applicable to the mode of transportation.

(End of Clause)

C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	OCT 2025
52.219-33	NONMANUFACTURER RULE (DEVIATION)	NOV 2025
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION)	NOV 2025
852.219-73	VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (DEVIATION)	JAN 2023
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	MAR 2026
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.225-1	BUY AMERICAN—SUPPLIES (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT	MAY 2024

	MESSAGING WHILE DRIVING	
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	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.212-71	GRAY MARKET AND COUNTERFEIT ITEMS	FEB 2023
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
852.246-71	REJECTED GOODS	OCT 2018

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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SECTION E - SOLICITATION PROVISIONS

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

(End of Addendum to 52.212-1)

E.1 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the Offeror responsible 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:

Price

Technical Competency

(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)

ADDENDUM to 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

(a) 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:

Technical acceptability shall be established by review of each submitted quote, attachments, and/or information by the designated technical evaluator/s and verification that meet all the salient characteristics included in this solicitation. No other rating or quantitative value other than acceptable or unacceptable will be assigned.

Once acceptance has been established, the Contracting Officer shall award to the Lowest Price meeting ALL the Salient Characteristics and required documentation listed in the Statement of Work (SOW).

(b) A written notice of award or acceptance of an offer, mailed or otherwise 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.

(c) This is a Service-Disabled Veteran-Owned Small Business (SDVOSB) set-aside. If the SDVOSB has a teaming arrangement/agreement with the manufacturer, they must provide a letter with their offer stating that they are authorized to sell/distribute the manufacturer's products. Failure to provide this authorization letter will result in the offeror being ineligible for the award.

(End of Provision)

E.2 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.3 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 339113.

(2) The small business size standard is 800 Employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations*.

(1) The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not, a women-owned small disadvantaged business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror is certified as a SDVOSB concern.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(6) *HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice*.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other

provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

E.4 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at *https://dibnet.dod.mil*.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of Provision)

E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting

the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Provision)

FAR Number	Title	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)	NOV 2025
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	OCT 2025