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

| 1. REQUISITION NO. | PAGE 1 OF 29 |
|---|---|

| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NO. | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | 36C26226Q1344 | 08-13-2026 |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NO. (No Collect Calls) | 8. OFFER DUE DATE/LOCAL TIME |
|---|---|---|---|
| | Jordan Alonzo | (505)767-6094 | 08-24-2026 11:00am MDT |

9. ISSUED BY CODE 36C262

Department of Veterans Affairs
NCO22
New Mexico VA Health Care System
1501 San Pedro Drive SE
Albuquerque NM 87108

10. THIS ACQUISITION IS
- [X] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:
- [ ] 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: 611513

SIZE STANDARD: $11.5 Million

| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED | 12. DISCOUNT TERMS | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b. RATING |
|---|---|---|---|
| [ ] SEE SCHEDULE | | [ ] | N/A |

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE 36C262

Department of Veterans Affairs
VA Loma Linda Health Care Systems
VALLHCS
11201 Benton St.
Loma Linda CA 92357

16. ADMINISTERED BY CODE 36C262

Department of Veterans Affairs
NCO22
New Mexico VA Health Care System
1501 San Pedro Drive SE
Albuquerque NM 87108

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 is 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 |
|---|---|---|---|---|---|
| | VA Loma Linda Health Care Systems (VALLHCS) requires safety training classes of various topics.<br><br>See SOW for all details<br><br>Questions shall be sent no later than August 18th, 2026 at 11:00am MDT. Questions must be sent via email only to jordan.alonzo@va.gov<br><br>Proposals are due no later than August 24th, 2026 at 11:00am MDT. | | | | |

(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 One(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) | 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:

b. GOVERNMENT: Contracting Officer 36C262

Department of Veterans Affairs

NCO22

New Mexico VA Health Care System

1501 San Pedro Drive SE

Albuquerque NM 87108

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] Completion

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.

Tungsten Network located at:

http://www.fsc.va.gov/einvoice.asp

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

| AMENDMENT NO | DATE |
|---|---|
| | |

## B.2 PRICE/COST SCHEDULE

### ITEM INFORMATION

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| **0001** | 10 Students 2 Day Classes - Various Safety Topics<br>Contract Period: Base<br>POP Begin: 09-01-2026<br>POP End: 08-31-2027<br>PRINCIPAL NAICS CODE: 611513 - Apprenticeship Training<br>PRODUCT/SERVICE CODE: U006 - Education/Training - Vocational/Technical | 11.00 | EA | | |
| **0002** | 15 STUDENTS 2 DAY TRAINING CLASS IN Arc Flash Electrical Safety N<br>Contract Period: Base<br>POP Begin: 09-01-2026<br>POP End: 08-31-2027<br>PRINCIPAL NAICS CODE: 611513 - Apprenticeship Training<br>PRODUCT/SERVICE CODE: U006 - Education/Training - Vocational/Technical | 1.00 | EA | | |
| | | | | **GRAND TOTAL** | |

## B.3 DELIVERY SCHEDULE

| ITEM NUMBER | SHIPPING INFORMATION | | QUANTITY | DELIVERY DATE |
|---|---|---|---|---|
| **0001-0002** | SHIP TO: | Department of Veterans Affairs<br>VA Loma Linda Health Care System<br>11201 Benton St.<br>Loma Linda, CA 92357 1000<br>USA | 11.00 | (09/01/2026-08/31/2027) |
| | MARK FOR: | Brandon Elder<br>909-825-7084 x2248<br>Brandon.Elder2@va.gov | | |
| | FOB: | DESTINATION | | |

# SECTION C - CONTRACT CLAUSES

| FAR Number | Title | Date |
|---|---|---|
| 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION) | OCT 2025 |

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 52.252-2 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 |
| 52.204-13 | 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 |
| 52.219-4 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION) | NOV 2025 |
| 52.222-3 | CONVICT LABOR (DEVIATION) | NOV 2025 |
| 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION) | NOV 2025 |
| 52.222-41 | SERVICE CONTRACT LABOR STANDARDS (DEVIATION) | NOV 2025 |
| 52.222-42 | STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES | MAY 2014 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (DEVIATION) | NOV 2025 |
| 52.222-55 | MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION) | NOV 2025 |
| 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION) | NOV 2025 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | MAY 2024 |
| 52.223-23 | SUSTAINABLE PRODUCTS (DEVIATION) | NOV 2025 |

| | | |
|---|---|---|
| 52.226-8 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | MAY 2024 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
| 52.232-40 | PROVIDING ACCELERATED 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 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION) | APR 2026 |
| 852.203-70 | COMMERCIAL ADVERTISING | MAY 2018 |
| 852.204-70 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION) | MAR 2026 |
| 852.215-70 | SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION) | JAN 2023 |
| 852.215-71 | EVALUATION FACTOR COMMITMENTS | OCT 2019 |
| 852.232-72 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | NOV 2018 |
| 852.242-71 | ADMINISTRATIVE CONTRACTING OFFICER | OCT 2020 |

## C.2 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.3 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.4 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026)

(a) Definitions. As used in this clause –

*VA Information system* is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

*VA sensitive information* means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal

information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General*. Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: https://vaww.va.gov/vapubs/index.cfm.

(c) *Risk and Sensitivity Levels*. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract. *VA Administrations, organizations and staff offices will use the OPM Position Designation Tool.

| **Positions/Tasks Designated as Non-Sensitive Positions – Tier 1/Low Risk** |
|---|
| Instructor |

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3: N/A

Tier 5: N/A

(d) *Fitness*. The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract. The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards*. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.

2. Upon completion of the Contractor/subcontractor employee's employment.

3. Upon contract completion or termination.

(f) *Lost/stolen*. Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) *Regular Reporting*. The Contractor shall submit a status report to PIV Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name.

2. Name of VA facility where Contractor/subcontractor employee works, if applicable.

3. Date background check submitted for Contractor/subcontractor employee.

4. Date PIV/identification card issued to Contractor/subcontractor employee.

5. Contractor/subcontractor employee's PIV/identification card number, as applicable.

6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.

7. Date Contractor notified VA that PIV/identification card is no longer required.

8. Date Contractor returned PIV/identification card was returned to VA.

(h) *Flow down of clause*. The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors, third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of Clause)

(End of Addendum to 52.212-4)

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

## D.1 STATEMENT OF WORK

**I. TITLE:**

VA Loma Linda Healthcare System's (VALLHCS) Facilities Engineering Technical Training Program – Instructor-Led Maintenance and Safety Training Services

**II. BACKGROUND INFORMATION:**

The VA Loma Linda Medical Center (VALLMC) is located at 11201 Benton Street, Loma Linda, CA 92357. It requires comprehensive technical training for Facilities Management Service personnel responsible for maintaining critical infrastructure systems. Training will improve safety, troubleshooting capabilities, preventive maintenance practices, regulatory compliance, and operational reliability.

**III. Training Course List**

| Course | Duration | Students |
|---|---|---|
| Basic Electricity for the Non-Electrician | 2 Days | 10 |
| Electrical Troubleshooting & Preventive Maintenance | 2 Days | 10 |
| Advance Electrical Troubleshooting | 2 Days | 10 |
| Arc Flash Electrical Safety NFPA 70E | 2 Days | 15 |
| PLCs for non-programmers | 2 Days | 10 |
| Variable Frequency Drivers | 2 Days | 10 |
| Electric Motors & Motor control circuits | 2 Days | 10 |
| Air Conditioning & Refrigeration | 2 Days | 10 |
| Boiler Operation Maintenance & Safety | 2 Days | 10 |
| Pump repair & Maintenance | 2 Days | 10 |
| Plumbing & Pipefitting for Plants & Buildings | 2 Days | 10 |
| Hands-on Air-conditioning Maintenance & troubleshooting | 2 Days | 10 |

**IV. OBJECTIVES:**

The purpose of this contract is to have a contractor furnish all labor, materials, equipment, services, tools, incidentals, and supervision required. Contractor shall Provide instructor-led training to improve employee safety, maintenance effectiveness, troubleshooting skills, equipment reliability, energy efficiency, and regulatory compliance to the VA lima Linda Healthcare System (VALLHS), Facilities Management Service (FMS).

**V. SCOPE:**

The Contractor shall furnish all labor, instructors, supervision, training materials, training aids, equipment, manuals, handouts, student workbooks, administrative support, and other resources necessary to provide onsite instructor-led technical training for Facilities Management Service personnel.

A. Basic Electricity for the Non-Electrician (2 Days)

• Electrical theory, AC/DC systems, circuits, electrical safety, distribution systems, test equipment, schematics, and troubleshooting.

B. Electrical Troubleshooting & Preventive Maintenance (2 Days)
• Troubleshooting methodologies, motor controls, diagnostics, testing procedures, preventive maintenance, and root cause analysis.

C. Advanced Electrical Troubleshooting (2 Days)
• NEC requirements, schematic interpretation, sensors, relays, contactors, power quality, harmonics, and advanced diagnostics.

D. Arc Flash Electrical Safety NFPA 70E (2 Days)
• NFPA 70E requirements, hazard assessments, PPE, energized work permits, shock protection, and safe work practices.

E. PLCs for Non-Programmers (2 Days)
• PLC hardware, terminology, ladder logic, timers, counters, I/O diagnostics, and troubleshooting.

F. Variable Frequency Drives (2 Days)
• VFD operation, installation, wiring, grounding, programming, diagnostics, and energy optimization.

G. Electric Motors & Motor Control Circuits (2 Days)
• Motor testing, maintenance, bearings, winding diagnostics, starters, overloads, and control circuits.

H. Air Conditioning & Refrigeration (2 Days)
• Refrigeration cycle, refrigerants, EPA 608, compressors, chillers, HVAC maintenance, and efficiency.

I. Hands-On Air Conditioning Maintenance & Troubleshooting (2 Days)
• Recovery, evacuation, charging, leak detection, superheat/subcooling, airflow analysis, and diagnostics.

J. Boiler Operation, Maintenance & Safety (2 Days)
• Boiler operation, combustion, controls, inspections, water treatment, maintenance, and troubleshooting.

K. Pump Repair & Maintenance (2 Days)
• Pump fundamentals, seals, bearings, alignment, vibration analysis, cavitation prevention, and maintenance.

L. Plumbing & Pipefitting for Plants & Buildings (2 Days)
• Plumbing systems, piping, valves, drainage, backflow prevention, steam systems, and troubleshooting.

Training Deliverables:
• Instructor-led training
• Student materials and manuals
• Attendance rosters
• Completion certificates/documentation
• Electronic course materials
• Final training completion report

Acceptance Criteria:
All scheduled courses delivered, materials provided, attendance records submitted, completion documentation submitted, and COR acceptance obtained

**PERIOD OF PERFORMANCE:**

365 calendar days (1 year) from performance start date. Work may be scheduled during the day or night (Depending on load demand), Monday thru Friday.

- Daytime hours: 6 am to 4 pm
- Evening hours: 4 pm to 8 pm

Contractor shall initiate work within 2 weeks of being contacted by the designated Contracting Officer's Point of Contact (POC) or designee. Work shall be scheduled through the POC or designee, who will coordinate with VALLHCS staff. Timelines are subject to change due to VALLHCS operational requirements.

## VI. PLACE OF PERFORMANCE:

VA Loma Linda
11201 Benton St
Loma Linda, CA 92357

## VII. LICENSING REQUIREMENTS:

a. Offeror must possess a 30-hour Occupational Safety and Health Administration (OSHA) safety card.

## VIII. SPECIFIC REQUIREMENTS:

a. Contractor shall schedule start date with POC or designee five (5) business days in advance.
b. Contactor personnel shall have valid Loma Linda PIV badges before starting work.
c. Contractor shall coordinate energy source LOCK OUT /TAG OUT procedures with VALLHCS MSU before starting work. When work is complete, Contractor shall notify the VALLHCS MSU that energy sources will be restored and require verification.
d. Contractor's supervisor or lead technician are to check in with VALLHCS MSU, or in their absence, with Graphics Control prior to work each day.
e. Contractor shall conform to the following standards, policies, regulations, governing agency, and any other local, state, or Federal guidelines that are not listed here
   - OSHA Regulations, www.osha.gov
   - NFPA, www.nfpa.org
   - ANSI/NETA MTS-2019
   - VHA MASTER SPECIFICATIONS,

## IX. RECOGNIZED HOLIDAYS:

The following is a list of all Government recognized holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

Juneteenth Christmas Day
Independence Day

If a holiday falls on Sunday, the following Monday shall be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies. Also included, would be any other day specifically declared by the President of the United States of America to be a National Holiday.

**X. CONTRACTOR EMPLOYEES:**

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. Examples: wearing of distinctive clothing such as uniforms, badges, patches, etc.
Contractor personnel shall wear identification (I.D.) badges during the entire time they are on the VA Loma Linda Healthcare System grounds. I.D. badges must have identification picture, name of the individual, and the represented company depicted on it.

**XI. SMOKING AND VAPING POLICIES:**

Smoking and vaping are prohibited on Government property.

**X11. SAFETY AND PPE EQUIPMENT:**

Personal Protective Equipment shall be provided for each Contractor employee by the contractor. Possession of weapons are prohibited.

**XIII. PARKING:**

It is the responsibility of Contractor personnel to park only in designated parking areas. Parking information is available from the VA Security Service. The VA shall not invalidate or make reimbursement for parking violations of the Contractor's personnel under any circumstances.

## D.2 WAGE DETERMINATION

Loma Linda, CA – San Bernardino County, CA

Service Contract Act WD # 2015-5629

https://sam.gov/wage-determination/2015-5629/29

# SECTION E - SOLICITATION PROVISIONS

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

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:

## E.1 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 |
| 52.229-11 | TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION | JUN 2020 |

## E.2 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 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:

(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)

## E.3 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)

(End of Addendum to 52.212-1)