SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912PF26RA001	20 MAY 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	DANIEL LEININGER	314-646-6873	22 JUN 2026 09:00 AM

9. ISSUED BY CODE W912PF

0414 AQ HQ CONTRACT AUG
KO DIRECTORATE OF CONTRACTING, UNIT 31423 BOX 77
APO, AE 09630
UNITED STATES
DANIEL LEININGER, EMAIL: DANIEL.J.LEININGER.MIL@ARMY.MIL
TELEPHONE: 314-646-6873

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561612

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[ ] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [X] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA
SEE CONTINUATION

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

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

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

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

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

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Armed Security Guards Services: Five (5) Year Ordering Period This is a general scope CLIN encompassing all services during the initial five (5) year ordering period. Task Orders will be placed in accordance with the Performance Work Statement (RFP, Section J, Attachment 1) and with the Pricing Workbook (RFP, Section J, Attachment 2). Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		
Option Line Item 1001	Armed Security Guards Services: Option for Two (2) Year Ordering Period This is a general scope CLIN encompassing all services during the optional two (2) year ordering period. Task Orders will be placed in accordance with the Performance Work Statement (RFP, Section J, Attachment 1) and with the Pricing Workbook (RFP, Section J, Attachment 2). Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Job		

Continuation of Description

Requirements

This is a non-personal services contract to provide armed security personnel employed under this contract to provide installation access control, roving security patrols, electronic security systems (CCTV) monitoring of the access control points (ACP), entry control points (ECP), pass and badge control, vehicle inspections, static security, or any other security related function(s) associated with the protection of U.S. Government installations, materials, property, and personnel. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

0001
Product Service Code : S206
North American Industry Classification System (NAICS) : 561612

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection Location Inspection Destination Instructions: Inspection will be conducted in accordance with QASP DoDAAC: W582RR CountryCode: USA W6E7 USAG ITALY UNIT 31401, APO AE 09630 APO, AE 09630 UNITED STATES
Option Line Item 1001	Inspection Location Inspection Destination Instructions: Inspection will be conducted in accordance with QASP DoDAAC: W582RR CountryCode: USA W6E7 USAG ITALY UNIT 31401, APO AE 09630 APO, AE 09630 UNITED STATES

Continuation of Deliveries or Performance

0001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W582RR CountryCode: USA W6E7 USAG ITALY UNIT 31401, APO AE 09630 APO, AE 09630 UNITED STATES **Period of Performance** From 16 Sep 2026 To 15 Sep 2031
Option Line Item 1001	**Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W582RR CountryCode: USA W6E7 USAG ITALY UNIT 31401, APO AE 09630 APO, AE 09630 UNITED STATES **Period of Performance** From 16 Sep 2031 To 15 Sep 2033

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.224-3	Privacy Training.	2017-01		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.229-12	Tax on Certain Foreign Procurements.	2021-02		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03		

52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.245-7005	Management and Reporting of Government Property.	2024-01
252.247-7023	Transportation of Supplies by Sea.	2024-10

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States.	2015-06		

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) *Definition*. " United States ," as used in this clause, means, the 50 States, the District of Columbia , and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor

and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(End of clause)

252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

N/A

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

Invoice 2in1

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

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

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

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

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	W56FJW
Issue By DoDAAC	W912PF
Admin DoDAAC	W912PF
Inspect By DoDAAC	W582RR
Ship To Code	N/A
Ship From Code	N/A

Mark For Code	N/A
Service Approver (DoDAAC)	W582RR
Service Acceptor (DoDAAC)	W582RR
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) *WAWF point of contact.*

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

charles.a.garmany.civ@mail.mil

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.228-3	Workers' Compensation Insurance (Defense Base Act).	2014-07		
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas.	1984-04		
52.232-18	Availability of Funds.	1984-04		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.245-1	Government Property.	2021-09		
52.245-9	Use and Charges.	2012-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.223-7002	Safety Precautions for Ammunition and Explosives.	2023-11		
252.223-7003	Change in Place of Performance--Ammunition and Explosives.	1991-12		
252.232-7008	Assignment of Claims (Overseas).	1997-06		
252.233-7001	Choice of Law (Overseas).	1997-06		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.245-7003	Contractor Property Management System Administration	2025-01		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-5	Price Redetermination-Prospective. (Deviation 2026-O0038) (Tailored)	2026-02		

Price Redetermination-Prospective (Feb 2026) (Deviation 2026-O0038)

(a) *General*. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that-

(1) The prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed; and

(2) In no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

(b) *Definition*. "Costs," as used in this clause, means allowable costs in accordance with part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) *Price redetermination periods*. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall be for the initial five-year ordering period and the second period shall be for the subsequent two-year ordering period Option, except that the parties may agree to vary the length of the final period. The first day of the second period shall be the effective date of price redetermination for that period.

(d) Data submission.

(1) Not more than 120 nor less than 60 days before the end of each redetermination period, the Contractor shall submit-

(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and-

(A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-1, FAR 15.408, or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of all costs incurred in performing this contract through the end of the first month before the submission of proposed prices in the format of Table 15-1, FAR 15.408, with sufficient supporting data to disclose unit costs and cost trends for-

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded-

(i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for-

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(ii) Any other relevant data that the Contracting Officer may reasonably require.

(3) If the Contractor fails to submit the data required by paragraphs (d)(1) and (2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(e) *Price redetermination*. Upon the Contracting Officer's receipt of the data required by paragraph (d) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.

(f) *Contract modifications*. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(g) *Adjusting billing prices*. Pending execution of the contract modification (see paragraph (f) of this section), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

(h) *Quarterly limitation on payments statement*. This paragraph (h) applies only during periods for which firm prices have not been established.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this

contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing-

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) The statement required by paragraph (h)(1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (h)(1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (h)(1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (h)(1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(i) *Subcontracts*. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost- basis.

(j) *Disagreements*. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(k) *Termination*. If this contract is terminated, prices shall continue to be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(End of clause)

52.216-18 Ordering. 2020-08

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the active ordering period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than 9,250 EURO, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 18,500,000 EURO;

(2) Any order for a combination of items in excess of 18,500,000 EURO; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Deviation 2026-O0038) 2026-02

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries one year after contract expiration.

(End of clause)

52.217-8	Option to Extend Services. (Tailored)	1999-11

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9	Option to Extend the Term of the Contract.	2000-03

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 7 years, 6 months.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.229-7003	Tax Exemptions (Italy).	2012-03		

TAX EXEMPTIONS (ITALY) (MAR 2012)

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

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

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

(i) The contract number.

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

(iii) The following fiscal code(s): *80028250241*

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

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

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

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

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

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

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

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

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

(3) Dazi Doganali (Customs Duties).

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

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

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

252.232-7007	Limitation of Government's Obligation.	2014-04

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) ____[Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of $ ____[Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause

of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	$ ____
(month) (day), (year) ____	$ ____
(month) (day), (year) ____	$ ____

(month) (day), (year) ____ $ ____

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Attachment 1 - Performance Work Statement (PWS), dated 19 May 2026

Attachment 2 - Price Workbook

Attachment 3 - Mapping Table: Experience to PWS

Attachment 4 - Cross Reference Matrix

Attachment 5 - Self-Certification for Anti-Mafia

Attachment 6 - Suitability of the Contractor

Attachment 7 - Industry Question and Comment Form

*** END OF NARRATIVE ***

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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

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

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

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

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

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered

defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

(End of provision)

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

L.1. GENERAL

L.1.1. Type of Contract: The Government anticipates award of a single-source, Indefinite Delivery /Indefinite Quantity (ID/IQ) contract utilizing a Fixed-Price with Prospective Price Redetermination structure in accordance with FAR Clause 52.216-5.

L.1.2. Competition: This USAG-Italy Security Guards single-source ID/IQ solicitation is a full-and-open competitive action.

L.1.3. Period of Performance: The basic ID/IQ contract will have one, five-year base ordering period and one, two-year Option ordering period with Orders having the capability of performance for up to 12 months after expiration of ordering period in accordance with FAR Clause 52.216-22, Indefinite Quantity.

L.1.4. Maximum Contract Value: 91,000,000.00 EURO

L.1.5. Minimum Contract Value: 700,000.00 EURO

L.1.6. In presenting material in their proposal, Offerors are advised that quality of information is more important than quantity. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated assertions. Elaborate brochures or presentations, detailed artwork, and other documents beyond what is sufficient to present a complete and effective proposal, are unnecessary and are not desired. The proposal shall be specific, detailed, and complete as to clearly and convincingly demonstrate that the Offeror has an understanding of the requirements and associated risks, and is able, willing, and competent to devote the resources necessary to meet the requirements and has valid and practical solutions for all requirements.

L.1.7. Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available

L.2. PROPOSAL SUBMISSION REQUIREMENTS

L.2.1. Questions. All questions and inquiries regarding this solicitation shall be submitted via the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module. Offerors shall submit all questions utilizing RFP Attachment 7 - Industry Question and Comment Form. Questions are due no later than 1400 Central European Time (CET) on the 14th calendar day after the solicitation is posted, excluding the posting date. Questions received after this deadline may not be addressed.

L.2.1.1. The Government will not answer questions that disclose an Offeror's confidential business strategy or technical approach. If any response conflicts with the solicitation, the solicitation and its amendments take precedence.

L.2.2. Submission of Offers. Each volume shall be submitted through the PIEE Solicitation Module. It is the Offeror's responsibility to ensure that the entire proposal is received by the Government prior to the proposal due date and time as posted on SAM.gov and Block 8 of the SF 1449. Hard copy proposals will not be accepted. All proposals submitted must be in compliance with the full solicitation. The following resources are available under the 'Links' section on SAM.gov where this Opportunity/ Solicitation is posted.

L.2.2.1. PIEE Solicitation Module Link for W912PF26RA001

L.2.2.2. Web Based Training for the PIEE Solicitation Module

L.2.2.3. Registration Instructions for the PIEE Solicitation Module

L.2.2.4. Department of Defense Procurement Toolbox

L.2.3. Required Volumes. The following four (4) volumes of material shall be submitted. Title Pages, Table of Contents, Summary Pages, Cross-Reference Matrix, and Attachments are not included in the page limit. Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government.

L.2.3.1. Volume I: Factor 1 - Program Management (Subfactor 1 - Organizational Structure, Subfactor 2 - Phase-In, Subfactor 3 - Continuity of Operations) - 20 Pages Maximum

L.2.3.2. Volume II: Factor 2 - Price - No page limit

L.2.3.3. Volume III: Factor 3 - Experience - 4-pages per Contract Reference (Not to Exceed 12 total pages)

L.2.3.4. Volume IV: Mandatory Documentation - No page limit

L.2.4. Offerors must adhere to all proposal submission instructions in the Instructions to Offerors. Failure to do so may render the proposal non-compliant and ineligible for award, a determination made at the sole discretion of the Contracting Officer.

L.2.5. Format. Each paragraph shall be single spaced and shall be separated by at least one blank line. Arial or New Times Roman fonts, with a minimum font size of 12-point, are the only acceptable fonts. Tables and illustrations may use a reduced font size no less than 8-point and may be produced in landscape mode. The use of a reduced 8-point minimum font is permissible only for data within tables and for text within illustrations (e.g., captions or labels). This exception shall not be used to circumvent the 12-point requirement for narrative text.

L.2.5.1. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and Request for Proposal (RFP) number in the header and/or footer.

L.2.5.2. Offeror's submission shall use the following page setup parameters: Margins - Top, Bottom, Left, Right - 1"; Gutter - 0"; From Edge - Header, Footer 0.5". Pages shall be standard 8.5" x 11" size. Landscape orientation on 8.5" x 11" pages is permissible for legible tables, charts, graphs and figures, but not for pages of text. To provide maximum flexibility, an 11" x 17" landscape format may also be utilized for tables, charts, graphs, and figures; however, each 11" x 17" page submitted in this format will count as two (2) pages toward the applicable page count limit.

L.2.6. File Packaging. For Volumes I, III, and IV, the files shall be in read-only format, using Adobe PDF files. For Volume II - Price, all price breakdown information to aide in the price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel. For security and accessibility, the submission of self-extracting archives (.exe files) or files embedded within another document (e.g., an Excel file embedded within a PDF) is strictly prohibited. All files must be submitted as distinct, standalone documents.

L.3. PROPOSAL CONTENT REQUIREMENTS

L.3.1. VOLUME I - Program Management. The Offeror shall complete RFP Attachment 4 - Cross-Reference Matrix. For each subfactor identified below, the Offeror shall prepare a corresponding subfactor proposal in accordance with the following instructions:

L.3.1.1. Subfactor 1 - Organizational Structure. The Offeror's Organization Structure submittal shall address the following:

L.3.1.1.1. Organizational Structure for Split-Location Operations. The Offeror shall describe how its organization is structured to perform all required tasks concurrently at geographically separated locations within the Vicenza Military Community (VMC) and Darby Military Community (DMC), which are approximately 300 kilometers apart. The description shall include: Location-specific organizational structures for VMC and DMC; reporting relationships; command and control mechanisms; and communication channels between contractor personnel and US Government personnel.

L.3.1.1.2. Subcontractor and Joint Venture Management. The Offeror shall describe its methodology and approach to managing multiple subcontractors and/or joint venture members, as applicable, to execute all tasks. The Offeror shall identify, as applicable: Integration of subcontractors and/or joint venture members into the overall organizational structure; Total anticipated work share, breaking out/identifying the percentage of work to be performed by the prime contractor, each subcontractor, and/or each joint venture member, as applicable; Lines of authority and responsibility; Subcontractor/Joint venture member performance monitoring and issue-resolution processes; and How subcontractor and/or joint venture performance will be aligned with Performance Work Statement (PWS) requirements.

L.3.1.1.3. Corporate Oversight and Task Order Management. The Offeror shall describe its process for task order management from its corporate office(s) through to the working level. This shall include the Offeror's approach for monitoring performance, resolving issues, and ensuring compliance with the performance-based requirements. The Offeror shall identify their approach to integrate Quality Control (QC) functions within the organizational structure.

L.3.1.1.4. Legally Binding Teaming Documentation. The Offeror shall provide, as an attachment to this subfactor volume, signed documentation (format as established by Offeror) indicating a legally binding agreement for all major subcontractors or teaming partners proposed to perform significant portions of the work or critical functions. Major subcontractor is defined as a subcontractor performing 10% or more of the anticipated work value.

L.3.1.2. Subfactor 2 - Phase-In Plan. The Offeror shall provide a 90-day Phase-In Plan that describes their approach for implementing a smooth and orderly transition. The Offeror's 90-day Phase-In Plan shall address the Offeror's approach to the following:

L.3.1.2.1. Recruiting and hiring;

L.3.1.2.2. Obtaining employees' weapon licenses (PWS 1.29.11-1.29.11.2);

L.3.1.2.3. Pre-employment drug screening (PWS 5.3-5.3.3);

L.3.1.2.4. Employee medical requirements (PWS 5.5-5.5.1);

L.3.1.2.5. Ensuring employee language proficiency (PWS 5.4-5.4.1);

L.3.1.2.6. Ensure employees meet all applicable training requirements (PWS 1.29 - 1.29.15.1); and

L.3.1.2.7. Delivery of all deliverables required within 90 days of award (PWS Appendix 2)

L.3.1.2.8. The Offeror's Phase-In Plan shall describe its approach for a clear plan to coordinate with the incumbent contractor and Government during the transition period. The plan must show how responsibilities will be handed over smoothly to ensure readiness for full performance within 90-days and minimize disruption during the phase-in.

L.3.1.2.9. The Offeror's submission shall identify risks associated with the Phase-In and a description as to how those risks will be mitigated (PWS 1.11).

L.3.1.2.10. The Offeror shall provide a mobilization schedule with critical milestones that ensure full operational capability is achieved within 90 days of contract award. The Offeror shall identify major transition activities/milestones. The schedule must demonstrate realistic timelines, staffing, and resource allocation to meet the contract start date without delay (PWS 1.12).

L.3.1.3. Subfactor 3 - Continuity of Operations. The Offeror shall provide a Continuity Plan that describes their approach for maintaining Continuity of Operations throughout the performance of the contract requirements. The Offeror's Continuity of Operations submission shall address the Offeror's approach to the following:

L.3.1.3.1. Recruitment and Retention of Employees. The Offeror shall demonstrate a plan to recruit, train, and retain qualified security personnel to ensure staffing stability throughout the

contract. The plan shall address the Offeror's methodology for ensuring individuals are trained properly throughout the entirety of the contract to perform task order requirements, including the English language proficiency requirement.

L.3.1.3.2. The Offeror shall explain its established business practices, processes, procedures, and methodologies that will be employed to ensure uninterrupted support, to include an explanation of its internal personnel pool, and other sources for personnel, and how those resources will be employed to meet individual task order requirements. This includes identifying how the Offeror will support individual tasks requiring uninterrupted support and provide coverage due to absences from personal and/or sick time-off (Ferragosto, winter holiday, etc.), terminations, and/or resignations (PWS 1.8.2-1.8.2.1).

L.3.1.3.3. Surge and Flex Capability to Meet Shifting Demands. The Offeror shall demonstrate the ability to meet changes in operational demands (surge and flex capability), such as heightened Force Protection Conditions (e.g., FPCON D, port and rail operations) or special on-post events, in addition to reduced requirements (deductive changes). The Offeror shall address timelines, sourcing strategies, and any constraints associated with the Italian labor market, host nation employment laws, and collective bargaining agreements (PWS 5.16, 5.21.2, 5.23 - 5.23.2).

L.3.1.3.4. Strike Mitigation. The Offeror shall identify strategies to mitigate the impact of labor strikes. The plan must demonstrate proactive measures to ensure continuity of operations in the event of labor strike, including contingency staffing and coordination with management and labor representatives (PWS 1.8.2).

L.3.2. VOLUME II -Price.

L.3.2.1. General. There is no page limit on this volume. The Price Volume shall be submitted in a separate, detachable, and unclassified form for the purpose of evaluation independent of the other volumes. No cost or pricing data shall be included in any other volume. All information relating to pricing must be included in this section of the proposal and defined as price data. This volume shall stand alone in supporting the Offeror's approach to price reasonableness and completeness. The volume shall be prepared in accordance with the instructions below, as a self-contained document requiring no cross-reference to other proposal volumes.

L.3.2.2. Proposed Prices Spreadsheet. The Offeror shall fill in the required Firm Fixed unit pricing within the RFP Attachment 2 - Price Workbook. All pricing shall be submitted in Euros. Offerors may not alter pre-existing formulas or values within the workbook. Inserted information shall be editable and executable by the Government evaluator(s), clearly showing the calculations and formulas used in each cell. Utilization of the workbook under Attachment 2 is mandatory. Adobe PDF files are not acceptable. The RFP's Attachment 2 shall not be changed, reformatted, or otherwise altered, except as noted in the "Instructions" contained in the workbook. The unit prices proposed in Attachment 2 shall be binding for the duration of the contract's ordering period. These are firm-fixed prices and will not be subject to adjustment during the first five-years of performance regardless of whether the actual order quantities are higher or lower than the estimates provided, nor will fluctuations in market conditions justify price adjustments during the initial five-year period, provided the U.S. Government is not legally liable for such changes. Ordering years six and seven

are subject to prospective price redetermination in accordance with 52.216-5. The estimated quantities are not a guarantee of work and are provided for evaluation purposes only.

L.3.2.3. SUBMISSION OF QUOTES IN EUROS . Prices submitted in response to this solicitation shall be in terms of EUROS .

L.3.2.4. Certified Cost or Pricing Data. In accordance with Federal Acquisition Regulation (FAR) 15.402 and 15.403-2, certified cost or pricing data are not required because adequate competition is expected for this procurement. Information other than certified cost or pricing data may be provided in contractor format providing that sufficient information is made available. If after receipt of proposals the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions at FAR 15.403-2 apply, the Offeror may be required to submit other than cost or pricing data. Additionally, if adequate competition is not obtained, the Contracting Officer may incorporate FAR 52.215-20 entitled, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data," into the solicitation and request a Certificate of Current Cost or Pricing Data.

L.3.3. VOLUME III - Experience.

L.3.3.1. General. Offerors shall provide at least one (1), but no more than three (3), contract references demonstrating recent experience that is both relevant in scope and magnitude. For each reference, the Offeror must have served as the Prime Contractor, or the Managing Partner of a Joint Venture, including Associazione Temporanea di Imprese (ATI), Consorzio, or Cooperativa.

L.3.3.2. Scope, Magnitude, and Recency Criteria.

L.3.3.2.1. Scope: The contract must be for armed security guard services within the European Union (EU), involving tasks of a similar nature, scope, and complexity to those detailed in the PWS, Part 5 of this solicitation.

L.3.3.2.2. Magnitude: The contract(s) must demonstrate a combined yearly value of approximately 3,000,000.00 EURO or greater. This requirement can be met by aggregating the value of multiple contracts, provided they all meet the recency and scope criteria outlined in this section. For proposals submitted by a Joint Venture (e.g., ATI, RTI, Consorzio), this value can be met cumulatively across the member companies.

L.3.3.2.3. Recency: The work must have been performed within the last three (3) years from the date of this solicitation's issuance.

L.3.3.3. Submission Requirements. For each contract reference, the Offeror shall provide the Contract Number, Period of Performance, Annual Contract Value, Place of Performance, Staffing Level, Client Organization, Client Point of Contact, Supporting Narrative and Mapping Table: Experience to PWS (RFP, Attachment 3).

L.3.4. VOLUME IV - Mandatory Documentation. The Offeror shall provide the following documentation within Volume IV:

L.3.4.1. Standard Form 1449. The Offeror shall complete Section A and provide the signed SF 1449 with their proposal. Any amendments to the solicitation shall be acknowledged, accepted, signed and submitted with the Offeror's proposal.

L.3.4.2. Prefettura Authorization. Offerors shall provide a copy of a current and valid Licenza prefettizia ex art. 134 TULPS, the primary authorization required to legally operate as a private security guard company (Istituto di Vigilanza Privata) in Italy at the Vicenza and Darby Military Communities (PWS 5.2.1).

L.3.4.3. Certificato Storico di Iscrizione alla Camera di Commercio. Offerors must provide a current and valid copy of a Historical Chamber of Commerce Certificate of Membership (Certificato Storico di Iscrizione alla Camera di Commercio). Self-certifications are NOT allowed and will be rejected. The business purpose (oggetto sociale) shall be relevant of the required tasks within the PWS. This document is only required for Italian Companies who plan to perform as Prime (PWS 5.2.4).

L.3.4.4. SAM.gov Registration. Include proof of an active registration in SAM.gov by providing Unique Entity Identifier (UEI). SAM.gov will be checked to ensure active registration, no active exclusions, and all applicable representations and certifications are completed (e.g. FAR 52.204-7 System for Award management-Registration, and FAR 52.204-90, Offeror Identification; FAR 52.240-90, Security Prohibitions and Exclusions Representations and Certifications).

L.3.4.5. Key Personnel Documentation. Offerors shall provide a Resume and Letter of Commitment for each Program Manager (Chief of Guards), Area Manager (Operations/Training Officer), and Quality Manager required. The resume (3-page maximum) shall clearly demonstrate the candidate meets the qualifications outlined in the respective PWS Section. The Offeror shall provide a letter signed by each individual, confirming their commitment to the position for a minimum of one (1) year from the solicitation closing date (PWS 1.16).

L.3.4.5.1. Notification of Changes: If any of the proposed Key Personnel becomes unavailable prior to award, the Offeror must immediately notify the Contracting Officer and provide the same documentation for a qualified replacement.

L.3.4.6. Documento Unico di Regolarita Contributiva (DURC): The Offeror shall provide a current and valid copy. Self-Certification (autocertificazioni) is not allowed. The document must include the following statement: "Con il presente documento si dichiara che l'impresa RISULTA REGOLARE ai fini del DURC" ("This document declares that the company is regular for the DURC purposes"). This document is only required for Italian Companies who plan to perform as Prime (PWS 5.2.5).

L.3.4.7. The Offeror must provide RFP Attachment 5 - "Self-Certification for Anti-mafia" duly filled out. This document is only required for Italian Companies who plan to perform as Prime (PWS 5.2.3).

L.3.4.8. The Offeror shall provide RFP Attachment 6 - "Suitability of the Contractor", with blocks A and B1 completed. This document is only required for Italian Companies who plan to perform as Prime (PWS 1.26.4).

L.3.4.9. Compliance with Ministerial Decree 269/2010 (D.M. 269/2010). Offeror shall provide evidence of this compliance by providing (PWS 5.2.2):

L.3.4.9.1. Organizational. Proof of an appointed and qualified internal compliance officer (direttore tecnico).

L.3.4.9.2. Financial. Evidence of sufficient capital and all required insurance coverage as stipulated by the decree.

L.3.4.9.3. Technical. Documentation of technical infrastructure, including but not limited to, a certified control room, vehicles, and surveillance systems.

L.3.4.9.4. Personnel. Training records and certifications demonstrating all Guardie Particolari Giurate (GPG) have completed all mandated training.

L.3.4.10. The Offeror shall provide the following certifications (PWS 5.2.6): ISO 9001:2015 (Quality Management), ISO 45001:2018 (Health and Safety), and UNI 10891:2022 (Private Security Services in Italy).

L.3.4.11. Statement of Compliance. An authorized official In Accordance With (IAW) 52.215(c)(2)(v) shall sign, certifying the following:

L.3.4.11.1. Each Offeror shall include a statement that all requirements within this solicitation will be met.

L.3.4.11.2. An authorized official shall certify that the proposed labor rates within the RFP Attachment 2 - Price Workbook are binding for the initial five-year ordering period for all quantities ordered within the contract's terms.

L.3.4.11.3. Detailed analysis of any objections, exceptions, or contingencies. Any objection, exception, contingency, or addition shall be cross-referenced to the applicable solicitation document and corresponding paragraph(s). An objection, exception, contingency, or addition to the solicitation taken in the proposal may result in the offer being non-compliant.

L.3.4.11.4. The complete Security Guards proposal is valid for at least 270 calendar days from submittal due date.

L.3.4.11.5. Artificial Intelligence (AI) Use Disclosure. The Offeror shall state whether Artificial Intelligence (AI) tools or systems (e.g., generative AI models such as Gemini, ChatGPT, Microsoft Copilot, etc.) were utilized to assist in the drafting, formulation, or generation of any portion of their proposal. If AI tools were utilized, the Offeror shall explicitly identify the specific AI tool(s) used and briefly describe the extent of their application in the proposal preparation process.

L.3.4.12. The above requirements for the Mandatory Documentation Volume will not be evaluated and will not receive an adjectival rating; rather, the FAR Part 9 contractor qualification requirements will be addressed in the Contracting Officer's responsibility determination. Failure to comply with or meet the Mandatory Documentation requirements may result in the Offeror being

determined non-responsible and ineligible for award. If, prior to award, the Government has questions regarding an Offeror's Mandatory Documentation Volume, the communications and questions are not part of negotiations as defined in FAR 15.204-2, Competitive Negotiations.

L.4. RESERVED

L.5. RESERVED

*** END OF NARRATIVE ***

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (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 Government will evaluate all Proposals according to Section M of this RFP.

(b) *Options*. 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 Evaluation - Commercial Product and Commercial Services

M.1. BASIS FOR AWARD

M.1.1. The evaluation and award will be conducted in accordance with FAR 15.103-1, the Department of Defense Source Selection Guide, dated 1 May 2024, and the Army Source Selection Supplement (AS3), dated 31 December 2024.

M.1.2. The award will be made to the responsible Offeror whose proposal represents the best overall (i.e. best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the three (3) evaluation factors: Program Management, Price, and Experience.

M.1.3. Award may be made to other than the lowest priced Offeror or other than the highest technically rated Offeror.

M.1.4. The Government intends to award one contract to the responsible Offeror whose proposal represents the overall best value after evaluation IAW the solicitation. Subjective judgment against the evaluation criteria is implicit in the evaluation process. The Government reserves broad discretion in making tradeoff decisions among the evaluation factors to determine the proposal most advantageous to the Government.

M.1.5. Relative Order of Importance. The non-price factors (Program Management and Experience), when combined, are equal in importance to Price. Among the non-price factors, Program Management is more important than Experience. All subfactors within Program Management are of equal importance.

M.1.6. RESERVED

M.1.7. The degree of importance allocated to Factor 2, Price, will increase as the Offerors' proposals become more equal in the other evaluation areas.

M.1.8. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Program Management and Experience factors (to include all subfactors).

M.2. FACTORS AND SUBFACTORS TO BE EVALUATED

M.2.1. The evaluation factors and subfactors identified below will be used to evaluate each proposal. Award will be made to the Offeror whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below.

M.2.2. Factor 1: Program Management

M.2.3. Factor 2: Price

M.2.4. Factor 3: Experience

M.2.5. Factor 1, Program Management, is divided into the following subfactors of equal importance:

M.2.5.1. Subfactor 1: Organizational Structure

M.2.5.2. Subfactor 2: Phase-In Plan

M.2.5.3. Subfactor 3: Continuity of Operations

M.2.6. During evaluation of each Program Management subfactor proposal, the Government will assign an adjectival rating and write a narrative evaluation reflecting the identified findings. The ratings for the three (3) subfactors will be rolled-up into a single rating for the Program Management factor. The single rating will reflect the preponderance of subfactor ratings.

M.2.7. Offerors are cautioned that while the Government will not evaluate every PWS requirement for the purposes of the source selection evaluation, the awardee will be required to comply with all the PWS requirements during task order performance.

M.2.8. The Government may determine, at its discretion, that an Offeror's proposal is non-compliant, and therefore, ineligible for award if the proposal indicates that: it cannot or will not meet any of the PWS requirements; provides an approach that clearly does not meet any of the PWS requirements; or, includes data which prompts the Government to question the Offeror's compliance with any of the PWS requirements.

M.2.9. Beneficial aspects of an Offeror's proposal which have merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance may be incorporated into the awardee's contract, prior to award. The Offeror will be expected to perform based on the entire proposed approach, including any over-and above aspects and/or merits contained within its proposal.

M.3. EVALUATION CRITERIA

All proposals shall be evaluated by the Source Selection Team (SST) in accordance with the following criteria.

M.3.1. Factor 1, Program Management. The Government will evaluate each of the three (3) sub-factors as follows:

M.3.1.1. Subfactor 1 - Organizational Structure. The Government will evaluate the extent to which the Offeror's proposed organizational structure demonstrates a clear, complete, effective, efficient, and feasible approach to performing all required tasks across geographically separated locations. Evaluation will consider, but is not limited to, the following:

M.3.1.1.1. Organizational effectiveness for split-location operations: clarity and feasibility of structures, reporting relationships, and communication methods supporting concurrent operations at VMC and DMC

M.3.1.1.2. Management of subcontractors and joint venture members: adequacy of integration, authority lines, workshare distribution, oversight processes, and alignment with PWS requirements

M.3.1.1.3. Corporate oversight and task order management: sufficiency of proposed oversight, issue resolution, performance monitoring, and integration of quality control

M.3.1.1.4. Legally binding teaming documentation: completeness and adequacy of required agreements for major subcontractors or teaming partners

M.3.1.1.5. The Government will assess the Offeror's overall approach to determine Offeror's understanding of Subfactor 1 requirements and risk of unsuccessful performance.

M.3.1.2. Subfactor 2 - Phase-In Plan. The Government will evaluate the extent to which the Offeror's Phase-In Plan demonstrates a clear, effective, complete, feasible, and timely approach to achieving full operational capability within 90 days. Evaluation will consider, but is not limited to, the following:

M.3.1.2.1. Feasibility of recruiting and hiring

M.3.1.2.2. Approach for obtaining employees' weapon licenses

M.3.1.2.3. Approach for pre-employment drug screening

M.3.1.2.4. Approach for meeting employee medical requirements

M.3.1.2.5. Approach for ensuring employee language proficiency

M.3.1.2.6. Approach for ensuring employees meet all applicable training requirements

M.3.1.2.7. Ability to meet required deliverables within the 90-day period

M.3.1.2.8. Coordination approach with incumbent and Government to ensure a smooth, minimally disruptive transition

M.3.1.2.9. Identification and mitigation of transition risks

M.3.1.2.10. Realism of mobilization schedule: milestones, staffing, and resource allocation supporting timely readiness

M.3.1.2.11. The Government will assess the Offeror's overall approach to determine Offeror's understanding of Subfactor 2 requirements and likelihood Offeror can achieve full operational capability within the required timeframe.

M.3.1.3. Subfactor 3 - Continuity of Operations. The Government will evaluate the extent to which the Offeror demonstrates a reliable and sustainable approach to maintaining uninterrupted operations throughout the period of performance. Evaluation will consider, but is not limited to, the following:

M.3.1.3.1. Recruitment, training, and retention approach for maintaining a stable, qualified guard force

M.3.1.3.2. Business practices and personnel-sourcing methods supporting uninterrupted coverage, including long-shift requirements and coverage for absences

M.3.1.3.3. Surge and flex capability to meet increased or decreased operational demands, including constraints of the Italian labor market and host-nation laws

M.3.1.3.4. Strike mitigation strategies ensuring continuity during labor disruptions

M.3.1.3.5. The Government will assess the Offeror's overall approach to determine Offeror's understanding of Subfactor 3 requirements and the likelihood that the Offeror can maintain continuous, compliant operations under normal and non-routine conditions.

M.3.2. Factor 2, Price.

M.3.2.1. Adjectival ratings will not be used for Offerors' Price proposal. The Government will evaluate Offeror's price proposal for completeness and reasonableness. If a Offeror's price is determined to be incomplete or unreasonable, it will not be considered for award.

M.3.2.2. Offeror's Price proposal will be evaluated as follows. The Offeror's proposed Total Evaluated Price will be evaluated using one or more of the techniques described in FAR 15.404-1 to determine if the proposed pricing is considered fair and reasonable.

M.3.2.3. Overall Price Proposal Evaluation: The overall Cost/Price proposal will be evaluated for the following:

M.3.2.3.1. Compliance: The Price proposal submitted by the Offeror will be evaluated for compliance based upon the submission requirements contained in Instructions to Offerors.

M.3.2.3.2. Unbalanced Pricing: The Offeror's overall Cost/Price proposal will be evaluated for unbalanced pricing as defined in FAR 15.404-6. An offer may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government (see FAR 15.404-6(a) and FAR 15.404-6(b)).

M.3.2.3.3. Unrealistically Low Pricing: The Government reserves the right to conduct a Price Realism analysis should the Government determine proposed prices are unrealistically low (which may indicate 'buy-in' or lack of understanding of the requirements). Unrealistically low pricing may be considered a performance risk and may be deemed ineligible for contract award.

M.3.2.3.4. Errors: The Offeror's Price proposal will be reviewed for errors. The Offeror may be given an opportunity to clarify certain aspects of their proposal at the sole discretion of the Contracting Officer.

M.3.2.4. Total Evaluated Price: For the purpose of calculating the Total Evaluated Price, the Government will utilize the price as calculated in RFP Attachment 2 - Price Workbook under the "Total Evaluated Price" worksheet of the Price Workbook. The Total Labor Price in each Ordering Period worksheet is calculated by multiplying the fully burdened labor rate for each labor category identified in the Pricing Workbook by the estimated hours specified for each labor category. The Total Evaluated Price is for evaluation purposes only.

M.3.2.5. As part of Price evaluation, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding six (6) months of the Offeror's final ordering period price to the Offeror's total price. The Government will calculate this price by dividing the proposed total of the last Ordering Period by two (2). The Total Evaluated Price will include this six-month extension of services.

M.3.3. Factor 3, Experience.

M.3.3.1. The Government will evaluate the extent to which the Offeror's submitted recent and relevant contract references demonstrate a comprehensive understanding of the requirements, and indicates the level of risk associated with the capability to successfully perform the requirements of this solicitation.

M.3.3.2. Evaluation will consider, but is not limited to:

M.3.3.2.1. Relevance of Scope: Similarity of prior armed security guard services to the tasks described in the Performance Work Statement (PWS), including operational complexity and the nature of services performed within the European Union (EU). Experience performed in Italy will be considered more relevant.

M.3.3.2.2. Magnitude: The degree to which the referenced contracts, individually or combined, reflect a comparable cumulative annual value of approximately 3,000,000.00. The evaluation will also consider if the referenced contracts reflect comparable workforce size and operational scale when compared to the estimated quantities identified in RFP Attachment 2 - Price Workbook.

M.3.3.2.3. Recency: Whether the experience was performed within the required timeframe. More recent experience will be viewed as more indicative of current capability and understanding.

M.3.3.2.4. Clarity and Completeness: The clarity and completeness of the information provided in the required submission materials.

M.3.3.2.5. Applicability: The extent to which the described experience is a direct predictor of the Offeror's ability to successfully perform the PWS requirements for this effort.

M.3.3.3. The Government will assign a combined technical/risk rating for this factor based on how the Offeror's demonstrated experience reflects an understanding of the requirements and the associated level of performance risk.

M.3.4. RESERVED

M.4. EVALUATION RATING METHODOLOGY

M.4.1. The definitions below will be used by the Government when assessing which Offeror's proposed approach represents the best value to the Government.

M.4.2. Technical Rating Definitions for Factor 1, Program Management, and Factor 3, Experience.

M.4.2.1. When applying the below rating methodology to the Experience factor, the Government will assess the Offeror's submitted experience as the direct basis for determining the Offeror's understanding of the requirements and the associated risk of unsuccessful performance. For this factor, the evaluation does not assess an offeror's proposed "approach." Rather, the degree to which an Offeror's demonstrated experience is relevant in scope, magnitude, and recency will determine the level of understanding and risk assessed, and thus the corresponding adjectival rating.

Color Rating	**Adjectival Rating**	**Description**
Blue	Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.

Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

M.4.3. Risk Rating Definitions.

TABLE 1 - Technical Risk Ratings	
Adjectival Rating	**Description**
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor efforts and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is

	unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

M.4.4. Findings Definitions

M.4.4.1. Significant Strength. An aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

M.4.4.2. Strength. An aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.

M.4.4.3. Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

M.4.4.4. Significant Weakness. A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

M.4.4.5. Deficiency. Any part of an offer that does not conform to a material requirement of a RFP. A material requirement is one that affects price, quantity, quality, or delivery, or that the RFP requires to be met at the time of proposal submission. See FAR 15.001.

M.4.4.6. Uncertainty. Any aspect of a non-cost/price factor proposal for which the intent of the Offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

M.4.5. Government Use of Artificial Intelligence (AI) in Proposal Evaluation

M.4.5.1. The Government reserves the right to utilize authorized Artificial Intelligence (AI) tools, including natural language processing and generative AI technologies, to assist and advise in the administrative review, organization, and evaluation of proposals submitted in response to this solicitation. Authorized AI tools may be used to assist and advise Government evaluators in tasks such as locating specific information, cross-referencing proposal volumes, and summarizing narrative text against the solicitation requirements. Offerors are advised of the following parameters regarding the Government's use of AI:

M.4.5.1.1. Human-in-the-Loop: AI tools will be used strictly as an assistive and advisory technology. All AI-generated outputs, summaries, or analyses will be independently reviewed and

verified by Government evaluators. All final evaluation ratings, responsibility determinations, and the ultimate Source Selection Decision will be made exclusively by authorized human Government personnel. AI will not be used to autonomously score proposals or make the award decision.

M.4.5.1.2. Data Protection: Any AI tools utilized by the Government will operate within secure, authorized Government IT environments. Offeror proposal data, including confidential business strategies, pricing, and proprietary technical approaches, will be strictly protected and will not be shared with unauthorized third parties.

M.5. NEGOTIATIONS

M.5.1. General Information. Pursuant to FAR provision 52.212-1, the Government intends to evaluate proposals and award a contract without conducting negotiations with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and non-price standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer (KO) later determines them to be necessary. In the event the KO concludes that conducting negotiations is in the best interests of the Government, the KO will establish a competitive range, with approval from the SSA, before entering into negotiations. Should negotiations take place, all Offerors in the competitive range will be allowed a minimum of five (5) calendar days to submit Final Proposal Revisions.

M.5.2. Negotiations Scheduling. If negotiations are conducted, the KO will schedule the negotiation sessions, and each Offeror will be notified of the time and place at least five (5) business days prior to their negotiation session. Appropriate security clearances should be provided by the Offerors in sufficient time to process the requests. The KO will provide additional instructions with the notification. The negotiation sessions will take place at a Government facility on Caserma Ederle in Vicenza, Italy, or may be conducted telephonically at the Contracting Officer's determination.

*** END OF NARRATIVE ***

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan. (Deviation 2026-O0038)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06		

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS

as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)