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

1. REQUISITION NUMBER	PAGE 1 OF
5000231043	32

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			2023H2-26-Q-00040	07/14/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Jose Munoz	(949) 638-7496	08/20/2026 4:30PM EST

9. ISSUED BY CODE 2050

Office of Procurement Operations-Criminal Investigations
25520 Commercentre Drive
Lake Forest, CA 92630
Attn: José R. Muñoz Jr.
Tel: (949) 638-7496 Email: jose.r.munozjr@irs.gov

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ EDWOSB
- ☐ 8 (A)

NAICS: 332992

SIZE STANDARD: # of Employees at 1,300

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

See Attached Delivery Schedule

16. ADMINISTERED BY CODE

Office of Procurement Operations-Criminal Investigations
25520 Commercentre Drive
Lake Forest, CA 92630
Attn: José R. Muñoz Jr.
Tel: (949) 638-7496 Email: jose.r.munozjr@irs.gov

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Attached Schedule(s) *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Attached Schedule(s)

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

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

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT COMPLETE PARTIAL FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Criminal Investigation Ammunition Program
Request for Quote (RFQ)

Department of Treasury
Internal Revenue (IRS)
Criminal Investigations (CI)

Solicitation Number: 2023H2-26-Q-00040
Amendment 1

Table of Contents

SF 1449

Section I – Schedule of Criminal Investigation Ammunition Program

Section II – Statement of Work

Section III – Clauses

Section IV – List of Attachments

Section V – Instructions to Quoter

Section VI – Request for Delivery Order Quotes (also reference below delivery order SOWs)

- Ammo – Southern DFO SOW
- Ammo – Northern DFO SOW
- Ammo – Western DFO SOW

SECTION I – SCHEDULE OF CRIMINAL INVESTIGATION AMMUNITION PROGRAM

Line Item Table

Item No.	Item Description	QTY	Unit	Unit Price	Total Value
BASE YEAR ONE: 09/01/2026 – 08/31/2027					
0001	53617-Ammo 9mm-Service Full-size 124grain+P bonded 9mm Pistol; Service (Full-size) Official Duty Part# 53617	1169.000	CA		
0002	53651-Ammo 9mm-Full Metal Jacket 124 grain-Pistol 9mm Training Full Metal Jacket 124 grain Pistol (Training) Part# 53651	1075.000	CA		
0003	53824-Ammo 9mm-124 grain reduced lead-Pistol 9mm Training Reduced-Lead 124 pistol grain fully encapsulated bullet (Training) Part#53824	144.000	CA		
0004	53365-Ammo 9mm-Frangible 90 or 100 grain-Pistol Frangible 90 or 100 grain frangible 9mm training ammunition (Training) Part#53365	187.000	CA		
0005	24445SP-Ammo 62 or 64 grain .223 Rem. or 5.56-Rifle Service 62 or 64 grain .223 Rem. or 5.56 Rifle (Official Duty) Part#24445SP	466.000	CA		
0006	BC556NX1-Ammo 50 grain.223 Rem. frangible-Rifle 50 grain .223 Rem. Frangible Rifle (Training) Part#BC556NX1	113.000	CA		
0007	AE223-Ammo 55 or 62 grain.223 Rem. or 5.56-Rifle Rifle Full Metal Jacket – 55 or 62 grain .223 Rem. or 5.56 NATO full metal jacket training ammunition in 20 round cartridge boxes or on stripper clips Part#AE223	441.000	CA		
OPTION YEAR ONE: 09/01/2027 – 08/31/2028					
1001	OY 1 53617-Ammo 9mm-Service Full-size 124 grain+P bonded 9mm Pistol; Service (Full-size) Official Duty Part#53617	1300.000	CA		
1002	OY 1 53651-Ammo 9mm-Full Metal Jacket 124 grain-Pistol 9mm Training Full Metal Jacket 124 grain Pistol (Training) Part# 53651	1300.000	CA		

1003	OY 1 53824-Ammo 9mm-124 grain reduced lead-Pistol 9mm Training Reduced-Lead 124 pistol grain fully encapsulated bullet (Training) Part#53824	250.000	CA		
1004	OY 1 53365-Ammo 9mm-Frangible 90 or 100 grain-Pistol Frangible 90 or 100 grain frangible 9mm training ammunition (Training) Part#53365	250.000	CA		
1005	OY 1 24445SP-Ammo 62 or 64 grain .223 Rem. or 5.56-Rifle Service 62 or 64 grain .223 Rem. or 5.56 Rifle (Official Duty) Part#24445SP	500.000	CA		
1006	OY 1 BC556NX1-Ammo 50 grain.223 Rem. frangible-Rifle50 grain .223 Rem. frangible Rifle (Training) Part#BC556NX1	500.000	CA		
1007	OY 1 AE223-Ammo 55 or 62 grain.223 Rem. or 5.56-Rifle Rifle Full Metal Jacket – 55 or 62 grain .223 Rem. or 5.56 NATO full metal jacket training ammunition in 20 round cartridge boxes or on stripper clips Part#AE223	500.000	CA		
OPTION YEAR TWO: 09/01/2028 – 08/31/2029					
2001	OY 2 53617-Ammo 9mm-Service Full-size 124 grain+P bonded 9mm Pistol; Service (Full-size) Official Duty Part#53617	1300.000	CA		
2002	OY 2 53651-Ammo 9mm-Full Metal Jacket 124 grain-Pistol 9mm Training Full Metal Jacket 124 grain Pistol (Training) Part# 53651	1300.000	CA		
2003	OY 2 53824-Ammo 9mm-124 grain reduced lead-Pistol 9mm Training Reduced-Lead 124 pistol grain fully encapsulated bullet (Training) Part#53824	250.000	CA		
2004	OY 2 53365-Ammo 9mm-Frangible 90 or 100 grain-Pistol Frangible 90 or 100 grain frangible 9mm training ammunition (Training) Part#53365	250.000	CA		
2005	OY 2 24445SP-Ammo 62 or 64 grain .223 Rem. or 5.56-Rifle Service 62 or 64 grain .223 Rem.	500.000	CA		

	or 5.56 Rifle (Official Duty) Part#24445SP				
2006	OY 2 BC556NX1-Ammo 50 grain.223 Rem. frangible-Rifle50 grain .223 Rem. frangible Rifle (Training) Part#BC556NX1	500.000	CA		
2007	OY 2 AE223-Ammo 55 or 62 grain.223 Rem. or 5.56-Rifle Rifle Full Metal Jacket – 55or 62 grain .223 Rem. or 5.56 NATO full metal jacket training ammunition in 20 round cartridge boxes or on stripper clips) Part#AE223	500.000	CA		
OPTION YEAR THREE: 09/01/2029 – 08/31/2030					
3001	OY 3 53617-Ammo 9mm-Service Full-size 124 grain+P bonded 9mm Pistol; Service (Full-size) Official Duty Part#53617	1300.000	CA		
3002	OY 3 53651-Ammo 9mm-Full Metal Jacket 124 grain-Pistol 9mm Training Full Metal Jacket 124 grain Pistol (Training) Part# 53651	1300.000	CA		
3003	OY 3 53824-Ammo 9mm-124 grain reduced lead-Pistol 9mm Training Reduced-Lead 124 pistol grain fully encapsulated bullet (Training) Part#53824	250.000	CA		
3004	OY 3 53365-Ammo 9mm-Frangible 90 or 100 grain-Pistol Frangible 90 or 100 grain frangible 9mm training ammunition (Training) Part#53365	250.000	CA		
3005	OY 3 24445SP-Ammo 62 or 64 grain .223 Rem. or 5.56-Rifle Service 62 or 64 grain .223 Rem. or 5.56 Rifle (Official Duty) Part#24445SP	500.000	CA		
3006	OY 3 BC556NX1-Ammo 50 grain.223 Rem. frangible-Rifle 50 grain .223 Rem. frangible Rifle (Training) Part#BC556NX1	500.000	CA		
3007	OY 3 AE223-Ammo 55 or 62 grain.223 Rem. or 5.56-Rifle Rifle Full Metal Jacket – 55 or 62 grain .223 Rem. or 5.56 NATO full metal jacket training ammunition in 20 round cartridge boxes or on stripper clips Part#AE223	500.000	CA		
OPTION YEAR FOUR: 09/01/2030 – 08/31/2031					

4001	OY 4 53617-Ammo 9mm-Service Full-size 124 grain+P bonded 9mm Pistol; Service (Full-size) Official Duty Part#53617	1300.000	CA		
4002	OY 4 53651-Ammo 9mm-Full Metal Jacket 124 grain-Pistol 9mm Training Full Metal Jacket 124 grain Pistol (Training) Part# 53651	1300.000	CA		
4003	OY 4 53824-Ammo 9mm-124 grain reduced lead-Pistol 9mm Training Reduced-Lead 124 pistol grain fully encapsulated bullet (Training) Part#53824	250.000	CA		
4004	OY 4 53365-Ammo 9mm-Frangible 90 or 100 grain-Pistol Frangible 90 or 100 grain frangible 9mm training ammunition (Training) Part#53365	250.000	CA		
4005	OY 4 24445SP-Ammo 62 or 64 grain .223 Rem. or 5.56-Rifle Service 62 or 64 grain .223 Rem. or 5.56 Rifle (Official Duty) Part#24445SP	500.000	CA		
4006	OY 4 BC556NX1-Ammo 50 grain.223 Rem. frangible-Rifle50 grain .223 Rem. Frangible Rifle (Training) Part#BC556NX1	500.000	CA		
4007	OY 4 AE223-Ammo 55 or 62 grain.223 Rem. or 5.56-Rifle Rifle Full Metal Jacket – 55or 62 grain .223 Rem. or 5.56 NATO full metal jacket training ammunition in 20 round cartridge boxes or on stripper clips Part#AE223	500.000	CA		

*Brand name or equal items meeting Statement of Work (SOW) specifications are acceptable for this Indefinite Delivery Indefinite Quantity (IDIQ). For orders, proposed substitute products require prior Contracting Officer approval and must meet or exceed all performance characteristics of the originally awarded IDIQ items.

SECTION II – STATEMENT OF WORK – ATTACHMENT 1

SECTION III – CLAUSES

Clauses Incorporated by Reference.

52.202-1	Definitions (Jun 2020)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-7	Anti-Kickback Procedures (Jun 2020)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements—Representation (Jan 2017)
52.203-19	Agreements or Statements—Representation (Jan 2017) Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-7	System for Award Management (Nov 2025)
52.204-13	System for Award Management Maintenance (Nov 2025)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2025)
52.217-5	Evaluation of Options (Mar 2026)
52.224-2	Privacy Act (Apr 1984)
52.224-3	Privacy Training Alternate I (Jan 2017)
52.227-1	Authorization and Consent (Jun 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
52.228-5	Insurance—Work on a Government Installation (Jan 1997)
52.229-3	Federal, State, and Local Taxes (Jul 2025)
52.232-1	Payments (Apr 1984)
52.232-11	Extras (Apr 1984)
52.232-17	Interest (May 2014)
52.232-18	Availability of Funds (Apr 1984)
52.232-23	Assignment of Claims (May 2014)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.240-91	Security Prohibitions and Exclusions (Nov 2025)
52.240-93	Basic Safeguarding of Covered Contractor Information Systems (Nov 2025)
52.242-13	Bankruptcy (July 1995)
52.242-15	Stop-Work Order (Aug 1989)
52.243-1	Changes—Fixed-Price (Jul 2025) Alternate II (Jul 2025)
52.252-2	Clauses Incorporated by Reference (Feb 1998)

1052.228-70	Insurance Requirements (Apr 2015)
1052.232-7003	Electronic Submission of Payment Requests (Apr 2015)

Clauses Incorporated by Full Text:

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (MAR 2026)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2026)

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

(1) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2026)

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

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

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

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

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

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

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

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

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

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

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

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

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

(i) *Payment*—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services;

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

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

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

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

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.216-1 TYPE OF CONTRACT (MAR 2026)

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

(End of provision)

52.216-18 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 from 09/01/2026 through 08/31/2031.

(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 (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $7,011,116.99, 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 $7,011,116.99;

(2) Any order for a combination of items in excess of $7,011,116.99; or

(3) A series of orders from the same ordering office within 7 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 7 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 (JULY 2026)

(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 under this contract after 08/31/2031.

52.217-8 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 60 days.

(End of clause)

52.217-9 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 5 years.

(End of clause)

52.219-33 NONMANUFACTURER RULE (SEP 2021)

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

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item.

Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) *Applicability.*

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.

(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a set-aside for any of the small business concerns identified in 19.000(a)(3);

(ii) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(iii) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business under multiple-award contracts, as described in 8.4 and 16.5;

(iv) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts as described in 8.4 and 16.5; and

(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern unless the Contractor waived the evaluation preference.

(c) *Requirements.*

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(End of clause)

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (APR 2015)

(a) The COR is TBD.

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled “Changes”;

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five working days, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government workday.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled “Disputes.”

(End of clause)

1052.209-70 NOTICE AND CONSENT TO DISCLOSE AND USE OF TAXPAYER RETURN INFORMATION (NOV 2017)

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

Authorized representative(s) of the offeror means the person(s) identified to the Internal Revenue Service (IRS) within the consent to disclose by the offeror as authorized to represent the offeror in disclosure matters pertaining to the offer.

Delinquent Federal tax liability means any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Tax check means an IRS process that accesses and uses taxpayer return information to support the Government's determination of an offeror's eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (see FAR 9.104-5(b)).

(b) *Notice.* Pursuant to 26 U.S.C. 6103(a) taxpayer return information, with few exceptions, is confidential. Under the authority of 26 U.S.C. 6103(h)(1), officers and employees of the Department of the Treasury, including the IRS, may have access to taxpayer return information as necessary for purposes of tax administration. The Department of the Treasury has determined that an IRS contractor's compliance with the tax laws is a tax administration matter and that the access to and use of taxpayer return information is needed for determining an offeror's eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (see FAR 9.104-5).

(1) The performance of a tax check is one means that will be used for determining an offeror's eligibility to receive an award in response to this solicitation (see FAR 9.104). As a result, the offeror may want to take steps to confirm it does not have a delinquent Federal tax liability prior to submission of its response to this solicitation. If the offeror recently settled a delinquent Federal tax liability, the offeror may want to take steps to obtain information in order to demonstrate the offeror's responsibility to the contracting officer (see FAR 9.104-5).

(c) The offeror shall execute the consent to disclosure provided in paragraph (d) of this provision and include it with the submission of its offer. The consent to disclosure shall be signed by an authorized person as required and defined in 26 U.S.C. 6103(c) and 26 CFR 301.6103(c)-1(e)(4).

(d) Consent to disclosure. I hereby consent to the disclosure of taxpayer return information (as defined in 26 U.S.C. 6103(b)(2)) as follows:

The Department of the Treasury, Internal Revenue Service, may disclose the results of the tax check conducted in connection with the offeror's response to this solicitation, including taxpayer return information as necessary to resolve any matters pertaining to the results of the tax check, to the authorized representatives of [*insert OFFEROR NAME*] on this offer.

I am aware that in the absence of this authorization, the taxpayer return information of [*insert OFFEROR NAME*] is confidential and may not be disclosed, which subsequently may remove the offer from eligibility to receive an award under this solicitation.

I consent to disclosure of taxpayer return information to the following person(s):

I am aware that in the absence of this authorization, the taxpayer return information of [*insert OFFEROR NAME*] is confidential and may not be disclosed, which subsequently may remove the offer from eligibility to receive an award under this solicitation.

I consent to disclosure of taxpayer return information to the following person(s):

[*insert PERSON(S) NAME AND CONTACT INFORMATION*]:

I certify that I have the authority to execute this consent on behalf of [*insert OFFEROR NAME*].

Offeror Name:

Offeror Taxpayer Identification Number:

Offeror Address:

Name of Individual Executing Consent:

Title of Individual Executing Consent:

Signature:

Date:

(End of provision)

1052.210-70 CONTRACTOR PUBLICITY (APR 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance.

(End of clause)

Electronic Invoicing and Payment Requirements for the Invoice Processing Platform (IPP) (JUL 2019)

(a) Definitions:

"Short payment" as used in this clause means the partial payment of an invoice for goods/services rendered at the time of payment when the invoice includes additional goods/services that have not yet been provided/rendered.

“Short payment” example: The contract requires the delivery of a set number of items, with the price, delivery location, and delivery due date also specified. The vendor delivers 50% of the items as specified but invoices for 100% of the items. Before implementation of the IPP, the IRS would have paid the vendor for the items delivered and instructed the vendor to re-invoice the IRS when the balances of the items were delivered. In other words, the IRS would "short pay" the invoice since the IRS did not remit payment for the full invoice amount. With implementation of the IPP, the IRS can no longer do this because the IRS cannot accept an electronic invoice that includes items not yet received. The IRS will reject the invoice. The vendor needs to submit an invoice for only the items received by the IRS (in this case, 50%), and, if these items meet all other contract terms and conditions, the IRS will pay the invoiced amount. The vendor submits subsequent invoice(s) for items as they are delivered and accepted.

(b) The Invoice Processing Platform (IPP) is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory for all new contract awards. Additional information regarding the IPP may be found at the IPP website address

https://www.ipp.gov. Contractors must complete the contractor point of contact information below and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail at ippgroup@stls.frb.org or via phone at (866) 973-3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account. It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active.

(c) Contractor Point of Contact Information

Contractor Name:

Contractor IPP Point of Contact Name:

Contractor Phone Number:

Contractor E-mail Address:

(d) Electronic Invoicing and Payment Requirements

Vendor invoices submitted electronically through the IPP should be in the proper format and contain the information required for payment processing. To be approved for payment, a "proper invoice" must list the items specified in FAR 52.232-25 (a)(3)(i) through (a)(3)(x), or in the case of a Commercial Item Contract, the items included in 52.212-4(g)(1)(i) through (g)(1)(x).

If the vendor is offering a discount via the IPP, the discount must be reflected on the invoice. The vendor will select 'Create Invoice'. The IPP system will default to 'Net 30 Prompt Pay' under the Payment Terms dropdown box. The vendor will select from 54 different discount options for the invoice that is being created. If the vendor chooses to offer a discount on the invoice screen, the information will interface to the payment system for processing. Discounts that are offered on attachments rather than the invoice itself cannot be accepted**.**

Under this contract, the following documents are required to be submitted as an attachment to the invoice (Contracting Officer fills in additional documentation that must be furnished by the contractor (e.g., timesheet)). **Please do not submit into IPP any documentation/attachments that conflict with what is stated on the invoice:**

Payment and Invoice Questions

For payment and invoice questions, contact the Ancillary Systems at (304) 254-3372 or via e- mail at cfo.fm.ipp.customer.support@irs.gov.

(e) Waiver

If the Contractor is unable to use the IPP for submitting payment requests starting on October 1, 2012, then a waiver form must be completed and submitted with the contractor's proposal submission for review and approval by the Contracting Officer based on one of the conditions listed in the waiver. The vendor will be notified prior to award as to whether their request for waiver has been approved or denied. If the waiver is granted, then a copy of the waiver must be submitted with each paper invoice that the vendor submits to the payment office, or the invoice will be returned.

(f) Short Payment

Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid.

IRS Invoice Processing Platform (IPP) Waiver Form

The IRS invoicing and payment requirements clause (IR1052.232-9000) requires that all invoices under awards made (or effective) on or after October 1, 2012, be submitted electronically via the IPP unless a waiver is requested and granted. If the Contractor is unable to submit its invoice through the IPP, the Contractor shall complete this waiver form indicating the reason for the waiver request by selecting the appropriate box below and providing a narrative summarizing in detail the circumstances requiring a waiver.
For a solicitation, submit the waiver form with the proposal submission. For a modification that incorporates the IPP clause into an existing contract, submit the waiver form with the modification. The CO will notify the vendor via e-mail or another appropriate means of communication prior to award as to whether their waiver has been approved or denied. If the waiver is granted, then a copy of the approved waiver must be submitted with each invoice that the vendor submits to the payment office, or the invoice will be returned.

Reason for requesting a waiver of the requirement to submit an electronic invoice via the IPP:

- ☐ 1. Submission of invoices through IPP would impose a hardship on an individual (includes employees and sole proprietors) due to either a physical or mental disability; a geographic, language, or literacy barrier; or an undue financial burden. The requirement to submit invoices through the IPP is automatically waived for all individuals who do not have payment capability using ACH with a U.S. financial institution.
- ☐ 2. The political, financial or communications infrastructure where the place of business is located does not support access to the IPP for submitting invoices electronically.
- ☐ 3. The contractor is located within an area designated by the President of the United States or an authorized agency administration as a disaster area. (Please identify area/location.)
- ☐ 4. The submission of invoices electronically may pose a threat to national security, the life or physical safety of an individual may be endangered, or a law enforcement action may be compromised.
- ☐ 5. The agency does not expect to receive more than one invoice from the same contractor within a one-year period. i.e., the invoice submission is non- recurring.
- ☐ 6. The contractor customarily submits a high volume of invoices on a regular basis via file format, not currently supported by the IPP (i.e., uses a file format other than XML or CSV) and the high volume of invoices would cause a significant burden to the contractor if submitted through the IPP individually. If utilizing this exception, please identify the file formats supported by your invoicing system so that the IPP may consider implementing the requested file format at a later date. File format(s) used:
- ☐ 7. Other - Please explain:

Attach a separate sheet of paper with a summary narrative substantiating the circumstances for the waiver exception selected from above (1 through 7).

Waiver Submitted By:

_____
Contractor Name

Name of Person Submitting Request for Waiver

Title Signature of Person Submitting Request for Waiver

E-mail Address

Phone No.

Contract/Order No.

Date Submitted

Waiver Approved By:

Contracting Officer's Name Printed

Contracting Officer's Signature

Date

SECTION IV – LIST OF ATTACHMENTS

Attachment 1 – Statement of Work

Attachment 2 – RFQ Spreadsheet

Attachment 3 – Southern DFO – Statement of Work

Attachment 4 - Northern DFO - Statement of Work

Attachment 5 – Western DFO - Statement of Work

SECTION V – INSTRUCTIONS TO QUOTERS - IDIQ

QUESTIONS & ANSWERS (Q&A) SESSION

All questions concerning this RFQ must be submitted in only via email to jose.r.munozjr@irs.gov. Please include in your question the RFQ number. Any requests for additional information or explanation must be received **no later than August 12, 2026, by 12:00 PM EST.**

In posing questions, you must cite the relevant RFQ section, paragraph, and page number. You should write the questions in a way that enables a clear understanding of the issues or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response from the IRS CI, and it will also not address hypothetical questions aimed at receiving a potential "evaluation decision." All questions received and response will be documented and distributed as a separate attachment named Q&A Session.

Question No.	Reference	Question Category	Question
#	RFQ Section and Page #	Contract or Technical	

Event	Date
Q &A Session Due	**August 12, 2026 12:00 PM EST**

Questions submitted after the deadline may not be addressed. Response to all relevant questions submitted shall be provided together as an amendment to this solicitation as soon as possible after the time and date listed above for each requirement. IRS CI shall not address general questions sent to the jose.r.munozjr@irs.gov inbox on unrelated efforts, IRS CI operations, nor questions/comments which are irrelevant to this procurement effort.

RECEIPT OF QUOTE AND LATE SUBMISSION

Receipt of the complete Quote package in accordance with the solicitation. All required volumes must be received by the submission deadline. To be considered timely, Quote must be received at the specified time to the correct email addresses. The submission must reference the RFQ number, 2023H2-26-Q-00040.

The RFQ CLOSING DATE IS:
August 20, 2026
4:30 PM Eastern Standard Time

General. The Government intends to award one Single Award Firm-Fixed-Price Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this RFQ. Award will be made to the offeror whose quote is the lowest price technically acceptable (LPTA). The Government reserves the right to evaluate quotes in any order deemed most efficient. The Government may determine a quotation unacceptable if it fails to comply with material solicitation requirements.

Technical Acceptability. A technically evaluated quote will be assigned an adjectival rating of either "Acceptable" or "Unacceptable".

Table: Technical Ratings

RATING ACRONYM	RATING DESCRIPTION	DEFINITIONS
A	Acceptable	The proposal is technically acceptable as it meets and/or exceeds the minimum technical acceptability requirements of the RFQ
U	Unacceptable	The proposal is technically unacceptable as it does not meet the minimum technical acceptability requirements of the RFQ.

After receipt of quote, the Government will conduct an evaluation.

Volume I, Factor 1 - Technical: Technical Capability

Technical capability will be evaluated and rated acceptable or unacceptable. Technical capability will be evaluated based on the information submitted by the vendor demonstrating its ability to provide products fully conforming to the Statement of Work, including manufacturer information, product specifications, delivery capability, and any additional documentation necessary for the Government to determine compliance.

Volume II, Factor 2 – Price Quote

The Government will establish a total evaluated price (TEP) which is inclusive of all CLINS based on the quote for the exact quantities identified from the Statement of Work (SOW). The TEP for all CLINS will be evaluated to determine fair and reasonableness through multiple price analysis techniques. The Government may use one or more of the following price analysis techniques: comparison among quoters, historical pricing, market research, catalog pricing, independent Government estimate, etc. A price volume failing to meet or comply with instructions may be deemed noncompliant.

It is highly encouraged that the vendor quote discounted rates from their commercially available price schedules. Please provide the discount percentage applied in the quote.

SECTION VI – REQUEST FOR DELIVERY ORDER QUOTES (ALSO REFERENCE BELOW DELIVERY ORDER SOWs)

The Government intends to make a single IDIQ award and, immediately following contract award, issue the initial delivery orders to satisfy the minimum guarantee. Pricing submitted for the delivery orders is requested to facilitate prompt order issuance and does not alter the basis for award of the underlying IDIQ contract unless expressly stated in the evaluation criteria.

To promote economy and efficiency, vendors are requested to submit price quotes for each of the specific requirements identified below. The Government will evaluate the requested delivery order quotes solely for the purpose of determining fair and reasonable pricing and technical acceptability prior to issuance of the initial delivery orders. Delivery order pricing shall not exceed awarded IDIQ unit prices; however, additional discounts are highly encouraged.

-Ammo – Southern DFO
-Ammo – Northern DFO
-Ammo – Western DFO

Each delivery order quote will be evaluated based on the following:

Volume I, Factor 1 - Technical: Technical Capability

Technical capability will be evaluated and rated acceptable or unacceptable. Technical capability will be evaluated based on the information submitted by the vendor demonstrating its ability to provide products fully conforming to the Statement of Work, including manufacturer information, product specifications, delivery capability, and any additional documentation necessary for the Government to determine compliance.

Volume II, Factor 2 – Price Quote

The Government will establish a total evaluated price which is inclusive of all CLINS based on the quote for the exact quantities identified from the Statement of Work. The total evaluated price for all CLINS will be evaluated to determine fair and reasonableness through multiple price analysis techniques. The Government may use one or more of the following price analysis techniques: comparison among quoters, historical pricing, market research, catalog pricing, independent Government estimate, etc. A price volume failing to meet or comply with instructions may be deemed noncompliant.

It is highly encouraged that the vendor quote discounted rates from their commercially available price schedule and IDIQ rates. Please provide the discount percentage applied in the quote.