

**PART II****SECTION I -- CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make a copy of the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>.

## Federal Acquisition Regulation (48 CFR, APR 1984) Clauses

<u>Clause No.</u>	<u>Clause Title</u>	<u>Date</u>
52.202-01	Definitions	DEC 2001
52.203-03	Gratuities	APR 1985
52.203-05	Covenant Against Contingent Fees	APR 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-07	Anti-Kickback Procedures	JUL 1995
52.203-08	Cancellations, Restrictions and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-04	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUL 1995
52.215-02	Audit and Records - Negotiation	JUN 1999
52.215-08	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52-215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997
52-216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52-216-22	Indefinite Quantity	OCT 1995
52.217-08	Option to Extend Services	NOV 1999
52.217-09	Option to Extend the Term of the Contract	MAR 2000
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-08	Utilization of Small Business Concerns	OCT 2000
52-219-09	Small Business Subcontracting Plan (Alternate II (JAN 2002))	JAN 2002
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.222-01	Notice to the Government of Labor Disputes	FEB 1997
52.222-03	Convict Labor	JUN 2003

## Request for Proposal TQD-RC-03-0001

46	52.222-04	Contract Work Hours and Safety Standards Act – Overtime	
47		Compensation	OCT 2000
48	52.222-21	Prohibition of Segregated Facilities	FEB 1999
49	52.222-26	Equal Opportunity	APR 2002
50	52.222-29	Notification of Visa Denial	JUN 2003
51	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of	
52		the Vietnam Era, and Other Eligible Veterans	DEC 2001
53	52.222-36	Affirmation action for Workers with Disabilities	JUN 1998
54	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of	
55		the Vietnam Era, and Other Eligible Veterans	DEC 2001
56	52.222-41	Service Contract Act of 1965, As Amended	MAY 1989
57	52.222-43	Fair Labor Standards Act and Service Contract Act – Price	
58		Adjustment (Multiple Year and Option Contracts)	MAY 1989
59		SCA Minimum Wage and Fringe Benefits Applicable to	
60		Successor Contract Pursuant to Predecessor Contractor	
61		Collective Bargaining Agreement (CBA)	MAY 1989
62	52.222-49	Service Contract Act – Place of Performance Unknown	MAY 1989
63	52-223-06	Drug-Free Workplace	MAY 2001
64	52.223-14	Toxic Chemical Release Reporting	JUN 2003
65	52.224-01	Privacy Act Notification	APR 1984
66	52.224-02	Privacy Act	APR 1984
67	52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
68	52.227-01	Authorization and Consent	JUL 1995
69	52.227-03	Patent Indemnity	APR 1984
70	52.227-14	Rights in Data – General (Alternate II (JUN 1987))	JUN 1987
71	52.227-23	Rights to Proposal Data (Technical)	JUN 1987
72	52.232-01	Payments	APR 1984
73	52.232-08	Discounts for Prompt Payments	FEB 2002
74	52.232-09	Limitation on Withholding of Payments	APR 1984
75	52.232-11	Extras	APR 1984
76	52.232-17	Interest	JUN 1996
77	52.232-18	Availability of Funds	APR 1984
78	52.232-23	Assignment of Claims	JAN 1986
79	52.232-33	Payment by Electric Funds Transfer - Central Contractor	
80		Registration	MAY 1999
81	52.232-37	Multiple Payment Arrangements	MAY 1999
82	52.233-01	Disputes (Alternate I (DEC 1991))	JUL 2002
83	52.233-03	Protest after Award	AUG 1996
84	52.237-03	Continuity of Services	JAN 1991
85	52.239-01	Privacy or Security Safeguards	AUG 1996
86	52.242-13	Bankruptcy	JUL 1995
87	52.243-01	Changes – Fixed Price (Alternate II (AUG 1987))	AUG 1987
88	52.244-05	Competition in Subcontracting	DEC 1996
89	52.244-06	Subcontracts for Commercial Items	APR 2003
90	52.245-01	Property Records	APR 1984
91	52.245-02	Government Property (Fixed-Price Contracts)	JUN 2003

**Request for Proposal TQD-RC-03-0001**

92	52.245-04	Government-Furnished Property (Short Form)	JUN 2003
93	52.246-25	Limitation of Liability – Services	FEB 1997
94	52.248-01	Value Engineering	FEB 2000
95	52.249-01	Termination for Convenience of the Government	
96		(Fixed-Price) (Short Form)	APR 1984
97	52.249-08	Default (Fixed-Price Supply and Service)	APR 1984
98	52.252-06	Authorized Deviations in Clauses	APR 1984
99	52.253-01	Computer Generated Forms	JAN 1991

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102 **I.2 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business**  
103 **Concerns (June 2003)**

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

105 "Small disadvantaged business concern" means an offeror that represents, as part of its offer, that  
106 it is a small business under the size standard applicable to this acquisition; and either-

107 (1) It has received certification by the Small Business Administration as a small disadvantaged  
108 business concern consistent with 13 CFR part 124, subpart B; and

109 (i) No material change in disadvantaged ownership and control has occurred since its  
110 certification;

111 (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each  
112 individual upon whom the certification is based does not exceed \$750,000 after taking into  
113 account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

114 (iii) It is identified, on the date of its representation, as a certified small disadvantaged business  
115 concern in the database maintained by the Small Business Administration (PRO-Net).

116 (2) It has submitted a completed application to the Small Business Administration or a Private  
117 Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR  
118 part 124, subpart B, and a decision on that application is pending, and that no material change in  
119 disadvantaged ownership and control has occurred since its application was submitted. In this  
120 case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive  
121 certification as a small disadvantaged business concern by the Small Business Administration  
122 prior to contract award; or

123 (3) Is a joint venture as defined in 13 CFR 124.1002(f).

124 "Historically black college or university" means an institution determined by the Secretary of  
125 Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the  
126 National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also  
127 includes any nonprofit research institution that was an integral part of such a college or  
128 university before November 14, 1986.

129 "Minority institution" means an institution of higher education meeting the requirements of  
130 Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-  
131 serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C.  
132 1101a)).

133 (b) *Evaluation adjustment.*

134 (1) The Contracting Officer will evaluate offers by adding a factor of ten (10) percent to the  
135 price of all offers, except-

136 (i) Offers from small disadvantaged business concerns that have not waived the adjustment;

137 (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the  
138 dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the  
139 Federal Acquisition Regulation (FAR));

140 (iii) An otherwise successful offer where application of the factor would be inconsistent with a  
141 Memorandum of Understanding or other international agreement with a foreign government;

142 (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a  
143 historically black college or university or minority institution; and

144 (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see  
145 sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

146 (2) The Contracting Officer will apply the factor to a line item or a group of line items on which  
147 award may be made. The Contracting Officer will apply other evaluation factors described in the  
148 solicitation before application of the factor. The factor may not be applied if using the adjustment  
149 would cause the contract award to be made at a price that exceeds the fair market price by more  
150 than the factor in paragraph (b)(1) of this clause.

151 (c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the  
152 adjustment, in which case the factor will be added to its offer for evaluation purposes. The  
153 agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

154 \_\_\_\_\_ Offeror elects to waive the adjustment.

155 (d) *Agreements.*

156 (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in  
157 performance of the contract, in the case of a contract for-

158 (i) Services, except construction, at least 50 percent of the cost of personnel for contract  
159 performance will be spent for employees of the concern;

160 (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50  
161 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the  
162 concern;

163 (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of  
164 materials, will be performed by employees of the concern; or

165 (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract,  
166 excluding the cost of materials, will be performed by employees of the concern.

167 (2) A small disadvantaged business concern submitting an offer in its own name shall furnish in  
168 performing this contract only end items manufactured or produced by small disadvantaged  
169 business concerns in the United States or its outlying areas. This paragraph does not apply to  
170 construction or service contracts.

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173 **I.3 52.222-42 Statement of Equivalent Rates For Federal Hires (May 1989)**

174 In compliance with the Service Contract Act of 1965, as amended, and the regulations of the  
175 Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees  
176 expected to be employed under the contract and states the wages and fringe benefits payable to  
177 each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341  
178 or 5332.

**Request for Proposal TQD-RC-03-0001**

179 *This Statement is for Information Only: It is not a Wage Determination*  
180

181	Order Entry Clerk	GS-03, Step 1
182	Mail Clerk	GS-03, Step 1
183	Information Representative	GS-03, Step 1
184	Customer Service Representative	GS-04, Step 1
185	Lead Customer Service Representative	GS-05, Step 1
186	Information Specialist	GS-05, Step 1
187	Lead Information Specialist	GS-06, Step 1
188	Supervisory Information Specialist	GS-07, Step 1
189	Research Specialist	GS-06, Step 1
190	Lead Research Specialist	GS-07, Step 1
191	Supervisory Research Specialist	GS-09, Step 1
192	Telecommunications Specialist	GS-09, Step 1
193	Lead Telecommunications Specialist	GS-11, Step 1
194	Supervisory Telecommunications Specialist	GS-12, Step 1
195	Computer Specialist/Analyst	GS-09, Step 1
196	Lead Computer Specialist/Analyst	GS-11, Step 1
197	Supervisory Computer Specialist/Analyst	GS-12, Step 1

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199  
200 **I.3 552.203-71 Restriction on Advertising (Sep 1999)**

201 The Contractor shall not refer to this contract in commercial advertising or similar promotions in  
202 such a manner as to state or imply that the product or service provided is endorsed or preferred  
203 by the White House, the Executive Office of the President, or any other element of the Federal  
204 Government, or is considered by these entities to be superior to other products or services. Any  
205 advertisement by the Contractor, including price-off coupons, that refers to a military resale  
206 activity shall contain the following statement: "This advertisement is neither paid for nor  
207 sponsored, in whole or in part, by any element of the United States Government."  
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210 **I.4 552.215-70 Examination of Records by GSA (Feb 1996)**

211 The Contractor agrees that the Administrator of General Services or any duly authorized  
212 representatives shall, until the expiration of 3 years after final payment under this contract, or of  
213 the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition  
214 Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any  
215 books, documents, papers, and records of the Contractor involving transactions related to this  
216 contract or compliance with any clauses thereunder. The Contractor further agrees to include in  
217 all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the  
218 Administrator of General Services or any authorized representatives shall, until the expiration of  
219 3 years after final payment under the subcontract, or of the time periods for the particular records  
220 specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires  
221 earlier, have access to and the right to examine any books, documents, papers, and records of  
222 such subcontractor involving transactions related to the subcontract or compliance with any  
223 clauses there under. The term "subcontract" as used in this clause excludes (a) purchase orders  
224 not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates  
225 established for uniform applicability to the general public.  
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228 **I.5 552.232-1 Payments (Apr 1984)(Deviation FAR 52.232-1)**

229 (a) The Government shall pay the Contractor, without submission of invoices or vouchers, 30  
230 days after the service period, the prices stipulated in this contract for supplies delivered and  
231 accepted or services rendered and accepted, less any deductions provided in this contract.

232 (b) Unless otherwise specified in this contract, the Government will make payment on partial  
233 deliveries accepted by the Government if either:

234 (1) The amount due on the deliveries warrants it.

235 (2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50  
236 percent of the total contract price.

237 (c) When processing payment, GSA's Finance Office will automatically generate the 12 digit  
238 invoice number using the ACT number assigned to the contract, followed by an abbreviated  
239 month and year of service (e.g., 84261554JUN7, for June 1997). The ACT number appears on  
240 the contract award document.

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243 **I.6 552.232-25 Prompt Payment (Jul 1998)(Deviation 52.232-25)**

244 Notwithstanding any other payment clause in this contract, the Government will make invoice  
245 payments and contract financing payments under the terms and conditions specified in this  
246 clause. Payment shall be considered as being made on the day a check is dated or the date of an  
247 electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the  
248 Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless  
249 otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due  
250 on Saturdays, Sundays, and legal holidays.)

251

252 (a) Invoice payments.

253 (1) The due date for making invoice payments by the designated payment office is:

254 (i) For orders placed electronically by the General Services Administration (GSA)  
255 Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT),  
256 the later of the following two events:

257 (A) The 10th day after the designated billing office receives a proper invoice  
258 from the Contractor. If the designated billing office fails to annotate the invoice with the date of  
259 receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of  
260 the Contractor's invoice; provided the Contractor submitted a proper invoice and no  
261 disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

262 (B) The 10th day after Government acceptance of supplies delivered or services  
263 performed by the Contractor.

264 (ii) For all other orders, the later of the following two events:

265 (A) The 30th day after the designated billing office receives a proper invoice  
266 from the Contractor. If the designated billing office fails to annotate the invoice with the date of  
267 receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of  
268 the Contractor's invoice; provided the Contractor submitted a proper invoice and no  
269 disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

270 (B) The 30th day after Government acceptance of supplies delivered or services  
271 performed by the Contractor.

**Request for Proposal TQD-RC-03-0001**

272 (iii) On a final invoice, if the payment amount is subject to contract settlement  
273 actions, acceptance occurs on the effective date of the contract settlement.

274 (2) The General Services Administration will issue payment on the due date in (a)(1)(i)  
275 above if the Contractor complies with full cycle electronic commerce. Full cycle electronic  
276 commerce includes all the following elements:

277 (i) The Contractor must receive and fulfill electronic data interchange (EDI)  
278 purchase orders (transaction set 850).

279 (ii) The Contractor must generate and submit to the Government valid EDI  
280 invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based  
281 invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

282 (iii) The Contractor's financial institution must receive and process, on behalf of  
283 the Contractor, EFT payments through the Automated Clearing House (ACH) system.

284 (iv) The EDI transaction sets in (i) through (iii) above must adhere to  
285 implementation conventions provided by GSA.

286 (3) If any of the conditions in (a)(2) above do not occur, the 10 day payment due dates  
287 in (a)(1) become 30 day payment due dates.

288 (4) Certain food products and other payments.

289 (i) Due dates on Contractor invoices for meat, meat food products, or fish;  
290 perishable agricultural commodities; and dairy products, edible fats or oils, and food products  
291 prepared from edible fats or oils are --

292 (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers  
293 and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including  
294 any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs,  
295 and any perishable egg product, as close as possible to, but not later than, the 7th day after  
296 product delivery.

297 (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and  
298 Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than,  
299 the 7th day after product delivery.

300 (C) For perishable agricultural commodities, as defined in section 1(4) of the  
301 Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but  
302 not later than, the 10th day after product delivery, unless another date is specified in the contract.

303 (D) For dairy products, as defined in section 111(e) of the Dairy Production  
304 Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from  
305 edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which  
306 a proper invoice has been received. Liquid milk, cheese, certain processed cheese products,  
307 butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this  
308 classification. Nothing in the Act limits this classification to refrigerated products. When  
309 questions arise regarding the proper classification of a specific product, prevailing industry  
310 practices will be followed in specifying a contract payment due date. The burden of proof that a  
311 classification of a specific product is, in fact, prevailing industry practice is upon the Contractor  
312 making the representation.

313 (ii) If the contract does not require submission of an invoice for payment (e.g.,  
314 periodic lease payments), the due date will be as specified in the contract.

315 (5) Contractor's invoice. The Contractor shall prepare and submit invoices to the  
316 designated billing office specified in the contract. Notwithstanding paragraph (g) of the clause at  
317 FAR 52.212-4, Contract Terms and Conditions--Commercial Items, if the Contractor submits

**Request for Proposal TQD-RC-03-0001**

318 hard-copy invoices, submit only an original invoice. No copies of the invoice are required. A  
319 proper invoice must include the items listed in subdivisions (a)(5)(i) through (a)(5)(viii) of this  
320 clause. If the invoice does not comply with these requirements, it shall be returned within 7 days  
321 after the date the designated billing office received the invoice (3 days for meat, meat food  
322 products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food  
323 products prepared from edible fats or oils), with a statement of the reasons why it is not a proper  
324 invoice. Untimely notification will be taken into account in computing any interest penalty owed  
325 the Contractor in the manner described in subparagraph (a)(5) of this clause.

326 (i) Name and address of the Contractor.

327 (ii) Invoice date. (The Contractor is encouraged to date invoices as close as  
328 possible to the date of the mailing or transmission.)

329 (iii) Contract number or other authorization for supplies delivered or services  
330 performed (including order number and contract line item number).

331 (iv) Description, quantity, unit of measure, unit price, and extended price of  
332 supplies delivered or services performed.

333 (v) Shipping and payment terms (e.g., shipment number and date of shipment,  
334 prompt payment discount terms). Bill of lading number and weight of shipment will be shown  
335 for shipments on Government bills of lading.

336 (vi) Name and address of Contractor official to whom payment is to be sent (must  
337 be the same as that in the contract or in a proper notice of assignment).

338 (vii) Name (where practicable), title, phone number, and mailing address of person  
339 to be notified in the event of a defective invoice.

340 (viii) Any other information or documentation required by the contract (such as  
341 evidence of shipment).

342 (ix) While not required, the Contractor is strongly encouraged to assign an  
343 identification number to each invoice.

344 (6) Interest penalty. An interest penalty shall be paid automatically by the designated  
345 payment office, without request from the Contractor, if payment is not made by the due date and  
346 the conditions listed in subdivisions (a)(6)(i) through (a)(6)(iii) of this clause are met, if  
347 applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when  
348 Federal Government offices are closed and Government business is not expected to be  
349 conducted, payment may be made on the following business day without incurring a late  
350 payment interest penalty.

351 (i) A proper invoice was received by the designated billing office.

352 (ii) A receiving report or other Government documentation authorizing payment  
353 was processed, and there was no disagreement over quantity, quality, or Contractor compliance  
354 with any contract term or condition.

355 (iii) In the case of a final invoice for any balance of funds due the Contractor for  
356 supplies delivered or services performed, the amount was not subject to further contract  
357 settlement actions between the Government and the Contractor.

358 (7) Computing penalty amount. The interest penalty shall be at the rate established by  
359 the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C.  
360 611) that is in effect on the day after the due date, except where the interest penalty is prescribed  
361 by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation  
362 Board Interest Rate," and it is published in the Federal Register semiannually on or about  
363 January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment



364 amount approved by the Government until the payment date of such approved principal amount;  
365 and will be compounded in 30-day increments inclusive from the first day after the due date  
366 through the payment date. That is, interest accrued at the end of any 30-day period will be added  
367 to the approved invoice principal payment amount and will be subject to interest penalties if not  
368 paid in the succeeding 30-day period. If the designated billing office failed to notify the  
369 Contractor of a defective invoice within the periods prescribed in subparagraph (a)(5) of this  
370 clause, the due date on the corrected invoice will be adjusted by subtracting from such date the  
371 number of days taken beyond the prescribed notification of defects period. Any interest penalty  
372 owed the Contractor will be based on this adjusted due date. Adjustments will be made by the  
373 designated payment office for errors in calculating interest penalties.

374 (i) For the sole purpose of computing an interest penalty that might be due the  
375 Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th  
376 day (unless otherwise specified in this contract) after the Contractor delivered the supplies or  
377 performed the services in accordance with the terms and conditions of the contract, unless there  
378 is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In  
379 the event that actual acceptance occurs within the constructive acceptance period, the  
380 determination of an interest penalty shall be based on the actual date of acceptance. The  
381 constructive acceptance requirement does not, however, compel Government officials to accept  
382 supplies or services, perform contract administration functions, or make payment prior to  
383 fulfilling their responsibilities.

384  
385 (ii) The following periods of time will not be included in the determination of an  
386 interest penalty:

387 (A) The period taken to notify the Contractor of defects in invoices submitted to  
388 the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5  
389 days for perishable agricultural commodities, dairy products, edible fats or oils, and food  
390 products prepared from edible fats or oils).

391 (B) The period between the defects notice and resubmission of the corrected  
392 invoice by the Contractor.

393 (C) For incorrect electronic funds transfer (EFT) information, in accordance  
394 with the EFT clause of this contract.

395 (iii) Interest penalties will not continue to accrue after the filing of a claim for such  
396 penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of  
397 less than \$1 need not be paid.

398 (iv) Interest penalties are not required on payment delays due to disagreement  
399 between the Government and the Contractor over the payment amount or other issues involving  
400 contract compliance or on amounts temporarily withheld or retained in accordance with the  
401 terms of the contract. Claims involving disputes, and any interest that may be payable, will be  
402 resolved in accordance with the clause at 52.233-1, Disputes.

403 (8) Prompt payment discounts. An interest penalty also shall be paid automatically by  
404 the designated payment office, without request from the Contractor, if a discount for prompt  
405 payment is taken improperly. The interest penalty will be calculated as described in  
406 subparagraph (a)(7) of this clause on the amount of discount taken for the period beginning with  
407 the first day after the end of the discount period through the date when the Contractor is paid.

408 (9) Additional interest penalty.

**Request for Proposal TQD-RC-03-0001**

409 (i) If this contract was awarded on or after October 1, 1989, a penalty amount,  
410 calculated in accordance with subdivision (a)(9)(iii) of this clause, shall be paid in addition to the  
411 interest penalty amount if the Contractor--

412 (A) Is owed an interest penalty of \$1 or more;

413 (B) Is not paid the interest penalty within 10 days after the date the invoice  
414 amount is paid; and

415 (C) Makes a written demand to the designated payment office for additional  
416 penalty payment, in accordance with subdivision (a)(9)(ii) of this clause, postmarked not later  
417 than 40 days after the invoice amount is paid.

418 (ii) (A) Contractors shall support written demands for additional penalty payments  
419 with the following data. No additional data shall be required. Contractors shall --

420 (1) Specifically assert that late payment interest is due under a specific  
421 invoice, and request payment of all overdue late payment interest penalty and such additional  
422 penalty as may be required;

423 (2) Attach a copy of the invoice on which the unpaid late payment interest  
424 was due; and

425 (3) State that payment of the principal has been received, including the date  
426 of receipt.

427 (B) Demands must be postmarked on or before the 40th day after payment was  
428 made, except that--

429 (1) If the postmark is illegible or nonexistent, the demand must have been  
430 received and annotated with the date of receipt by the designated payment office on or before the  
431 40th day after payment was made; or

432 (2) If the postmark is illegible or nonexistent and the designated payment  
433 office fails to make the required annotation, the demand's validity will be determined by the date  
434 the Contractor has placed on the demand; provided such date is no later than the 40th day after  
435 payment was made.

436 (iii) (A) The additional penalty shall be equal to 100 percent of any original late  
437 payment interest penalty, except--

438 (1) The additional penalty shall not exceed \$5,000;

439 (2) The additional penalty shall never be less than \$25; and

440 (3) No additional penalty is owed if the amount of the underlying interest  
441 penalty is less than \$1.

442 (B) If the interest penalty ceases to accrue in accordance with the limits stated  
443 in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated  
444 on the amount of interest penalty that would have accrued in the absence of these limits, subject  
445 to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

446 (C) For determining the maximum and minimum additional penalties, the test  
447 shall be the interest penalty due on each separate payment made for each separate contract. The  
448 maximum and minimum additional penalty shall not be based upon individual invoices unless  
449 the invoices are paid separately. Where payments are consolidated for disbursing purposes, the  
450 maximum and minimum additional penalty determination shall be made separately for each  
451 contract therein.

452 (D) The additional penalty does not apply to payments regulated by other  
453 Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

454 (b) Contract financing payments.

455 (1) Due dates for recurring financing payments. If this contract provides for contract  
456 financing, requests for payment shall be submitted to the designated billing office as specified in  
457 this contract or as directed by the Contracting Officer. Contract financing payments shall be  
458 made on the 30<sup>th</sup> day after receipt of a proper contract financing request by the designated billing  
459 office. In the event that an audit or other review of a specific financing request is required to  
460 ensure compliance with the terms and conditions of the contract, the designated payment office  
461 is not compelled to make payment by the due date specified.

462 (2) Due dates for other contract financing. For advance payments, loans, or other  
463 arrangements that do not involve recurring submissions of contract financing requests, payment  
464 shall be made in accordance with the corresponding contract terms or as directed by the  
465 Contracting Officer.

466 (3) Interest penalty not applicable. Contract financing payments shall not be assessed  
467 an interest penalty for payment delays.

468 (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast  
469 Payment Procedure, payments will be made within 15 days after the date of receipt of the  
470 invoice.

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472

473 **I.7 552.232-70 Invoice Requirements (Sep 1999)**

474 (a) Invoices shall be submitted in an original only, unless otherwise specified, to the  
475 designated billing office specified in this contract or order.

476 (b) Invoices must include the Accounting Control Transaction (ACT) number provided  
477 below or on the order.

478 ACT Number *(To be provided on each, individual Task Order)*

479 (c) In addition to the requirements for a proper invoice specified in the Prompt Payment  
480 clause of this contract or order, the following information or documentation must be submitted  
481 with each invoice: *(As may be required on individual Task Orders).*

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484 **I.8 552.232-78 Payment Information (Jul 2000)**

485 The General Services Administration (GSA) makes information on contract payments available  
486 electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review  
487 its record of payments. This site provides information only on payments made by GSA, not by  
488 other agencies.

489

490 **I.9 552.252-6 Authorized Deviations in Clauses (Deviation FAR 52.252-6)(Sep 1999)**

491 (a) Deviations to FAR clauses.

492 (1) This solicitation or contract indicates any authorized deviation to a Federal  
493 Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the  
494 date of the clause, if the clause is not published in the General Services Administration  
495 Acquisition Regulation (48 CFR Chapter 5).

496 (2) This solicitation indicates any authorized deviation to a Federal Acquisition  
497 Regulation (FAR) clause that is published in the General Services Administration Acquisition  
498 Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

**Request for Proposal TQD-RC-03-0001**

499 (b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a  
500 General Services Administration Acquisition Regulation clause by the addition of  
501 "(DEVIATION)" after the date of the clause.

502 (c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use  
503 on a "substantially the same as" basis are not considered deviations.