

## 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>. \* indicates a clauses added to the contract after the release of the solicitation.

#### **I.1.1 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 1984
52.203-05	Covenant Against Contingent Fees	APR 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	SEP 2006
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	SEP 2005
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2007
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-04	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
<u>52.204-07</u>	<u>Central Contractor Registration</u>	<u>JUL 2006</u>
<u>52.204-09</u>	<u>Personal Identity Verification of Contractor Personnel</u>	<u>SEP 2007</u>
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	SEP 2006
52.215-02	Audit and Records—Negotiation	JUN 1999
52.215-08	Order of Precedence—Uniform Contract Format	OCT 1997

<u>52.215-11</u>	<u>Price Reduction for Defective Cost or Pricing Data—Modifications</u>	<u>OCT 1997</u>
<u>52.215-13</u>	<u>Subcontractor Cost or Pricing Data—Modifications</u>	<u>OCT 1997</u>
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
<u>52.216-07</u>	<u>Allowable Cost and Payment</u>	<u>DEC 2002</u>
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
52.219-08	Utilization of Small Business Concerns	MAY 2004
52-219-09	Small Business Subcontracting Plan (Alternate II (JAN 2002))	SEP 2006
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
52.222-04	Contract Work Hours and Safety Standards Act—Overtime Compensation	JUL 2005
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmation action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts)	NOV 2006
52.222-49	Service Contract Act—Place of Performance Unknown	MAY 1989

52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-06	Drug-Free Workplace	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-01	Privacy Act Notification	APR 1984
52.224-02	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-01	Authorization and Consent	JUL 1995
52.227-14	Rights in Data—General (Alternate II (JUN 1987))	JUN 1987
52.227-17	Rights in Data—Special Works	DEC 2007
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.232-01	Payments	APR 1984
52.232-07	Payments – Time-And-Materials and Labor-Hours Contracts	FEB 2007
52.232-08	Discounts for Prompt Payments	FEB 2002
52.232-09	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-33	Payment by Electric Funds Transfer—Central Contractor Registration	OCT 2003
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-01	Disputes (Alternate I (DEC 1991))	JUL 2002
52.233-03	Protest after Award	AUG 1996
52.233-04	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-03	Continuity of Services	JAN 1991
52.239-01	Privacy or Security Safeguards	AUG 1996
52.242-01	Notice of Intent to Disallow Costs	APR 1984

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**FEDERAL ACQUISITION**  
**REGULATION CLAUSES. *continued***¶

52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.243-01	Changes—Fixed Price (Alternate II (AUG 1987))	AUG 1987
52.243-03	Changes – Time-and-Materials or Labor-Hour	SEP 2000
52.243-7	Notification of Changes	APR 1984
52.244-02	Subcontracts	JUN 2007
<del>52.244-05</del>	<del>Competition in Subcontracting</del>	<del>DEC 1996</del>
52.244-06	Subcontracts for Commercial Items	SEP 2006
52.245-01	Government Property	JUN 2007
<del>52.246-04</del>	<del>Inspection of Services—Fixed Price</del>	<del>AUG 1996</del>
<del>52.246-06</del>	<del>Inspection—Time-and-Material and Labor-Hour</del>	<del>JUN 2003</del>
52.246-25	Limitation of Liability—Services	FEB 1997
52.248-01	Value Engineering	FEB 2000
52.249-01	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
<del>52.249-6</del>	<del>Termination (Cost Reimbursement, with Alternate IV)</del>	<del>MAY 2004</del>
52.249-08	Default (Fixed-Price Supply and Service)	APR 1984
<del>52.249-14</del>	<del>Excusable Delays</del>	<del>APR 1984</del>
52.252-06	Authorized Deviations in Clauses	APR 1984
52.253-01	Computer Generated Forms	JAN 1991

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**FEDERAL ACQUISITION  
REGULATION CLAUSES, continued**

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**I.1.2 GENERAL SERVICES ADMINISTRATION MANUAL (GSAM) CLAUSES**

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

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

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

<b>Employee Class</b>	<b>Monetary Wage-Fringe Benefits</b>	
Library Technician	Wage Rate: \$13.72 / hr.	Health and Welfare: \$3.16 / hr.
Order Clerk I	Wage Rate: \$9.71 / hr.	Health and Welfare: \$3.16 / hr.
Computer Operator III	Wage Rate: \$20.69 / hr.	Health and Welfare: \$3.16 / hr.
Computer Programmer II	Wage Rate: \$26.11 / hr.	Health and Welfare: \$3.16 / hr.
Computer Systems Analyst I	Wage Rate: \$27.62 / hr.	Health and Welfare: \$3.16 / hr.
Technical Writer II	Wage Rate: \$15.23 / hr.	Health and Welfare: \$3.16 / hr.

**552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement:

”This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government.”

**552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)**

The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses there under. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

**552.232-1 PAYMENTS (APR 1984) (DEVIATION, FAR 52.232-1)**

- (a) The Government shall pay the Contractor, without submission of invoices or vouchers, 30 days after the service period, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.
- (b) Unless otherwise specified in this contract, the Government will make payment on partial deliveries accepted by the Government if either:
  - (1) The amount due on the deliveries warrants it.
  - (2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.
- (c) When processing payment, GSA's Finance Office will automatically generate the 12 digit invoice number using the ACT number assigned to the contract, followed by an abbreviated month and year of service (e.g., 84261554JUN7, for June 1997). The ACT number appears on the contract award document.

**552.232-25 PROMPT PAYMENT (JUL 1998) (DEVIATION FAR 52.232-25)**

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

- (a) Invoice payments.
  - (1) The due date for making invoice payments by the designated payment office is:
    - (i) For orders placed electronically by the General Services Administration (GSA) Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:
      - (A) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
      - (B) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.
    - (ii) For all other orders, the later of the following two events:
      - (A) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment

due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

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

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

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

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

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

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

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

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

(4) Certain food products and other payments.

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

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

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

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as

close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

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

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

(5) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required. A proper invoice must include the items listed in subdivisions (a)(5)(i) through (a)(5)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

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

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

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

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

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



- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
  - (viii) Any other information or documentation required by the contract (such as evidence of shipment).
  - (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.
- (6) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(6)(i) through (a)(6)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.
- (i) A proper invoice was received by the designated billing office.
  - (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
  - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (7) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other Governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(5) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance

occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

- (ii) The following periods of time will not be included in the determination of an interest penalty:
    - (A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).
    - (B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.
    - (C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.
  - (iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.
  - (iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.
- (8) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(7) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.
- (9) Additional interest penalty.
- (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(9)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--
    - (A) Is owed an interest penalty of \$1 or more;
    - (B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
    - (C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(9)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
  - (ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall—

- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
  - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
  - (3) State that payment of the principal has been received, including the date of receipt.
- (B) Demands must be postmarked on or before the 40th day after payment was made, except that--
- (1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or
  - (2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
- (iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--
- (1) The additional penalty shall not exceed \$5,000;
  - (2) The additional penalty shall never be less than \$25; and
  - (3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.
- (B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.
- (C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.
- (D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payments.
- (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [*insert day as prescribed by Agency head; if not prescribed, insert 30th day*] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific

financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

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

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

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

#### **552.232-70 INVOICE REQUIREMENTS (SEP 1999)**

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

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

- (c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or order, the following information or documentation must be submitted with each invoice:

*(As may be required on individual Task Orders).*

#### **552.232-78 PAYMENT INFORMATION (JUL 2000)**

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

#### **552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)**

- (a) Deviations to FAR clauses.
- (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION [FAR clause no.] )” after the date of the clause.

- (b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.
- (c) “Substantially the same as clauses.” Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.