Invoice and Payment Provisions
(Vendor has Transitioned to IPP)

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: *Revolutionary FAR Overhaul (RFO) 52.232-25* ***Prompt Payment*** *(Jan 2017).* Highlights of this clause and NIH implementation requirements follow:

I. Invoice Requirements

A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12 below, in addition to the requirements of RFO 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats, or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below). Untimely notification will be considered in the computation of any interest penalty owed the Contractor.

1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).
2. Remit-to address (Name and complete mailing address to send payment).
3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear onthe invoice.
4. Invoice date.
5. Unique invoice #s for all invoices per vendor regardless of site.
6. NBS document number formats must be included for awards created in the NBS: ContractNumber; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.
7. Unique Entity Identifier (UEI) which is in the System for Award Management (SAM) and replaces the Dun & Bradstreet Data Universal Numbering System (DUNS) number.
8. Federal Taxpayer Identification Number (TIN). In those rare cases where a Contractor does not have a UEI number or TIN, a Vendor Identification Number (VIN)must be referenced on the invoice. The VIN is the number that appears after the contractor’s name on the face page of the award document.
9. Identify that payment is to be made using a three-way match.
10. Description of supplies/services **that match** the description on the award, by line billed.*
11. Freight or delivery charge must be billed as shown on the award. If it is included in the itemprice do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or servicesperformed, as applicable, and that **match** the line items specified in the award.*

NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.

Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed $100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

B. The Contractor must submit invoices to the Department of Treasury's Invoice Processing Platform (IPP) at https://www.ipp.gov with a copy to the approving official for approval, as directed below, No Later Than (NLT) 30 days after delivery or acceptance of goods whichever is later. For ongoing services, invoices for the previous billing period (month, quarter, etc.) must be submitted NLT 30 days following the period for which the services were delivered.

The contractor's failure to submit timely invoice(s) to the Government, as set forth in the preceding paragraph, waives the contractor's rights to receive payment pursuant to this contract. In the event of the contractor's failure to submit timely invoice(s), the Government is not obligated to make such payment, and the Contracting Officer shall have the authority to unilaterally deobligate the funds in accordance with the requirements at 31 U.S.C. 1552(a) and downwardly adjust the total amount of the award by the amount of the deobligation. The contractor shall be given an opportunity to request the excusal of a late invoice from the Contracting Officer. If excused, the Contracting Officer will respond in writing to confirm that the contractor's right to receive payment has not been waived.

The Contractor must submit a copy of the electronic invoice to the following ApprovingOfficial (Contracting Officer) and Contracting Officer's Representative:

Approving Official: Contracting Officer
Name-____________________Email Address-

Contracting Officer's Representative
Name-____________________Email Address-

II. Invoice Payment

A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

1. The 30th day after the designated billing office receives a proper invoice from the contractor.
2. The 30th day after Government acceptance of supplies delivered or services performed.

B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, must be in accordance with the Prompt Payment Act, as amended.

III. Interest Penalties

A. An interest penalty will be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.

1. A proper invoice was received by the designated billing office.
2. A receiving report or other Government documentation authorizing payment wasprocessed and there was no disagreement over quantity, quality, or Contractor compliance with a term or condition.
3. In the case of a final invoice for any balance of funds due the Contractor for suppliesdelivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.

B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

IV. RFO 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, (Mar 2023)

(a)

(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801 , within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

V. HHSAR 352.232-71 Electronic Submission of Payment Requests (Apr 2026) (RFO DEVIATION).

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

Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements in FAR 32.905(b) and the applicable payment clause included in this contract.

(b) Submission instructions. Except as provided in paragraph (c) of this clause, the Contractor must submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at https://www.ipp.gov or any successor site.

(c) Alternate submission procedures. The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) Submission of alternate payment procedures authorization. If alternate payment procedures are authorized, the Contractor must include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause).