# Invoice and Payment Instructions for Awards Above the Micro-Purchase Threshold (MPT) to be Paid via Governmentwide Commercial Purchase Card (GCPC)

The following is applicable to all contracts and awards above the micro-purchase threshold where the Governmentwide Commercial Purchase Card (GCPC) will be used as the payment mechanism. All such awards will have an 18 digit award number and end in the letters "PC".

#### 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. Payment will be based on receipt of a proper invoice and satisfactory contract performance. A proper invoice must include the items listed in paragraphs A (1) through A (7) below. If the invoice does not comply with these requirements, the Contracting Officer will return it with the reasons why it is not a proper invoice.
  - 1. Name and address of the contractor
  - 2. Invoice date and invoice number (Contractors should date invoices as close as possible to the date of mailing or transmission)
  - 3. Contract number or other authorization for supplies, delivered or services performed (including order number and contract line item number)
  - 4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed
  - 5. Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms) must be invoiced as stated on the award document
  - 6. Name (where practicable), title, phone number, mailing address and email address of person to notify in the event of a defective invoice.
  - 7. Name, mailing address, telephone number, and email address of contractor official to whom payment information (Governmentwide Commercial Purchase Card number) will be transmitted. Failure to provide this information may delay or prevent payment.
- B. Shipping costs will be reimbursed only if authorized by the contract. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100.00, (except for shipments via USPS) the invoice must be supported by a bill of lading or a paid carrier's receipt.
- C. Submit an original itemized invoice to the Point of Contact shown in Block 21 on the OF-347, or Block 18a on the SF-1449, or as specified in the order.
- D. The Contractor shall not process a charge to the Governmentwide Commercial Purchase Card until 1) the supplies have been shipped or the services performed; 2) the contractor has submitted an invoice; and 3) the Government cardholder has authorized payment in accordance with Block 16 on the OF-347 or Block 12 on the SF-1449.
- E. Do not include any purchase card information on any shipping documents/delivery tickets or other correspondence.

#### II. Invoice Payment

A. 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 has received a proper invoice.
- 2. The 30th day after Government acceptance of supplies delivered or services performed.
- B. Agencies are encouraged to make payments to small businesses and all prime contractors as soon as practicable, with a goal of paying them within 15 days of receipt of a proper invoice. This temporary policy expires December 31, 2016 in accordance with OMB Memorandums M-12-16, M-13-15 and M-14-10 "Extension of Policy to Provide Accelerated Payment to Small Business Subcontractors".

## III. FAR 52.232-40 - Providing Accelerated Payment to Small Business Subcontractors (December 2013)

- (a) Upon 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.
- (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 items.

### IV. FAR 52.232-36 - Payment by Third Party (May 2014)

- (a) General.
  - (1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.
  - (2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the <u>Treasury Offset</u> <u>Program (TOP)</u>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.
- (b) Contractor payment request.
  - (1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at

- the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.
- (2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.
- (c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.
- (d) *Documentation*. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.
- (e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).
- (f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.