

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 [Treasury Offset Program \(TOP\)](#). 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).

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.

FAR Clause 52.213-4, Terms and Conditions--Simplified Acquisitions
(Other Than Commercial Items) (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, **Convict Labor** (June 2003) (E.O. 11755).
- (ii) 52.222-21, **Prohibition of Segregated Facilities** (Apr 2015)
- (iii) 52.222-26, **Equal Opportunity** (Apr 2015) (E.O. 11246).
- (iv) 52.225-13, **Restrictions on Certain Foreign Purchases** (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (v) 52.233-3, **Protest After Award** (Aug 1996) (31 U.S.C. 3553).
- (vi) 52.233-4, **Applicable Law for Breach of Contract Claim** (Oct 2004) (Pub.L. 108-77, 108-78)(19 U.S.C. 3805 note))

(2) Listed below are additional clauses that apply:

- (i) 52.232-1 **Payments** (Apr 1984).
- (ii) 52.232-8 **Discounts for Prompt Payment** (Feb 2002).
- (iii) 52.232-11 **Extras** (Apr 1984).
- (iv) 52.232-25 **Prompt Payment** (Jul 2013).
- (v) 52.232-39 **Unenforceability of Unauthorized Obligations** (Jun 2013)
- (vi) 52.232-40 **Providing Accelerated Payments to Small Business Subcontractors** (Dec 2013)
- (vii) 52.233-1 **Disputes** (May 2014).
- (viii) 52.244-6 **Subcontracts for Commercial Items** (Apr 2015).
- (ix) 52.253-1 **Computer Generated Forms** (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, when the applicable circumstances apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.204-10 **Reporting Executive Compensation and First-Tier Subcontract Awards** (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).
- (ii) 52.222-19 **Child Labor-Cooperation with Authorities and Remedies** (January 2014)(E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (iii) 52.222-20 **Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000** (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) 52.222-35, **Equal Opportunity for Veterans** (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (v) 52.222-36 **Equal Opportunity for Workers with Disabilities** (Jul 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vi) 52.222-37 **Employment Reports on Veterans** (Jul 2014) (38 U.S.C. 4212) (Applies to

contracts of \$100,000 or more).

- (vii) 52.222-41 **Service Contract Labor Standards**, (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)
- (viii) (A) 52.222-50 **Combating Trafficking in Persons** (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
(B) Alternate I (applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (ix) 52.222-55 **Minimum Wages Under Executive Order 13658** (Dec 2014)(Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.)
- (x) 52.223-5 **Pollution Prevention and Right-to-Know Information** (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (xi) 52.223-15 **Energy Efficiency in Energy-Consuming Products** (Dec 2007) (42 U.S.C. 8259b) unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program FEMP) will be—
 - (A) Delivered;
 - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
 - (C) Furnished by the Contractor for use by the Government; or
 - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.
- (xii) 52.225-1 **Buy American-Supplies** (May 2014) (41 U.S.C. chapter 83) Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.
- (xiii) 52.226-6 **Promoting Excess Food Donation to Nonprofit Organizations**. (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.
- (xiv) 52.232-33 **Payment by Electronic Funds Transfer-System for Award Management** (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)
- (xv) 52.232-34 **Payment by Electronic Funds Transfer Other than System for Award Management** (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)
- (xvi) 52.247-64 **Preference for Privately Owned U.S.-Flag Commercial Vessels** (Feb 2006)(46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

- (i) 52.209-6 **Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (Aug 2013) (Applies to contracts over \$30,000).
 - (ii) 52.211-17 **Delivery of Excess Quantities** (Sept 1989) (Applies to fixed-price supply contracts).
 - (iii) 52.247-29 **F.o.b. Origin** (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
 - (iv) 52.247-34 **F.o.b. Destination** (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, **Clauses Incorporated by Reference** (FEB 1998). This contract incorporates one or more FAR or HHSAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of FAR clauses may be accessed electronically at this address: <https://www.acquisition.gov>.
- (d) **Inspection/Acceptance.** The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights—
- (1) Within a reasonable period of 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
- (e) **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, such as 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. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) **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 hereunder 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 that 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 that reasonably could have been avoided.
- (g) **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. 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.

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

(End of Clause)

- (i) The Contractor shall comply with the following additional Federal Acquisition Regulation (FAR) and Health and Human Services Acquisition Regulation (HHSAR) Clauses, incorporated by reference, when the applicable circumstances apply. Each reference includes abbreviated information on when the clause applies, and full prescription information is included in the FAR or HHSAR:
- 52.204-9, **Personal Identity Verification of Contractor Personnel** (Jan 11) (Applicable when contractor will have routine access to federal facilities and/or information system(s).
 - 52.204-12, **Data Universal Numbering System Number Maintenance** (Dec 12)(Applicable to all contractors who are exempt from registering in the System for Award Management (SAM) database.)
 - 52.204-13, **System for Award Management Maintenance** (Jul 2013)(Applicable to all contractors required to register in the System for Award Management (SAM) database.)
 - 52.207-5 **Option to Purchase Equipment** (Feb 95) (applicable in contracts involving lease with option to purchase.)
 - 52.208-8 **Required Sources for Helium and Helium Usage Data** (Apr 02) (applicable in contracts involving a major helium requirement.)
 - 52.208-9 **Contractor Use of Mandatory Sources of Supply** (Oct 08) (applicable when contractor will provide supplies for Government's use.)
 - 52.211-5 **Material Requirements** (Aug 00)(Applicable to supply contracts.)
 - 52.211-16 **Variation in Quantity** (Apr 84) (The permissible variations for all items are "0" unless otherwise stated in the schedule.)
 - 52.213-2 **Invoices** (Apr 84) (For purchase orders that authorize advance payment s.)
 - 52.213-3 **Notice to Supplier** (Apr 84) (Applicable to unpriced purchase orders.)
 - 52.219-6 **Notice of Total Small Business Set-Aside** (Jun 03) (Applicable to total small business set-asides >micro-purchase threshold.)
 - 52.222-42 **Statement of Equivalent Hires** (May 89) (Applicable for orders > \$2,500 under the Service Contract Act.) The following class(es) of service personnel are expected to be employed under this order at the listed wage and fringe benefit rates:_____
 - 52.223-3 **Hazardous Material Identification and Material Safety Data** (Jan 97), **Alternate I** (Jul 95) (Applicable to orders involving hazardous materials) (Offeror must include listing of materials before or at time of award.)
 - 52.223-6 **Drug-Free Workplace** (May 01) (Applicable to Orders >micro-purchase threshold.)
 - 52.223-7 **Notification of Radioactive Materials** (Jan 97)(Applicable for orders which are or contain radioactive material.) The contractor shall notify the Contracting Officer ___ days prior to delivery of or completion of work as specified within this clause.)
 - 52.223-10 **Waste Reduction Program** (May 11) (applicable for contractor operation of Government owned or leased facilities.)
 - 52.223-11 **Ozone-Depleting Substances** (May 01) (Applicable to orders that contain ozone depleting substances.) The contractor shall label products with a WARNING indicating the specific substance contained in the product being furnished as specified within this clause.
 - 52.223-12 **Refrigeration Equipment and Air Conditioners** (May 95) (Applicable to orders involving ozone depleting substances used as a refrigerant.)
 - 52.223-18 **Encouraging Contractor Policies To Ban Text Messaging While Driving** (Aug 11).
 - 52.224-1 **Privacy Act Notification** (Apr 84) (Applicable when the design, development or operation of a system of records on individuals is required.)
 - 52.224-2 **Privacy Act** (Apr 84) (Applicable when the design, development or operation of a system of records on individuals is required.)
 - 52.225-3 **Buy-American--Free Trade Agreements--Israeli Trade** (MAY 14) (Over \$25,000 and not set aside for small business, not foreign, not R&D. For other exemptions see FAR 25.401 &

25.406) **Alternate I** (May 14) (applicable if exceeds \$25,000 but is less than \$50,000)

Alternate II (May 14) (applicable if \$50,000 or more but less than \$70,079.) **Alternate III**

(MAY 14) (applicable if \$77,494 or more but less than \$100,000.)

52.227-14 **Rights in Data--General** (May 14)

52.227-17 **Rights in Data--Special Works** (Dec 07) (applicable when contract will compile data for the Government's internal use.)

52.227-18 **Rights in Data--Existing Works** (Dec 07) applicable when contracting exclusively for, without modification, existing audiovisual and similar work.

52.227-19 **Commercial Computer Software--Restricted Rights** (Dec 07) (applicable to orders for existing computer software, excluding GSA multiple award schedule contracts.)

52.232-23 **Assignment of Claims** (Jan 86) (Applicable to orders >micro-purchase threshold.)

52.237-2 **Protection of Government Buildings, Equipment, and Vegetation** (Apr 84) (Applicable to work performed at a Government site.)

52.237-3 **Continuity of Services** (Jan 91)

52.237-7 **Indemnification and Medical Liability Insurance** (Jan 97) (For nonpersonal/ professional service contracts for medical/health care services)

52.239-1 **Privacy or Security Safeguards** (Aug 96) (applicable for contracts for information technology which require security of information including the design, development, or operation of a system of records using commercial information technology.)

52.242-15 **Stop Work Order** (Aug 89) (applicable when contracting by negotiation.)

52.242-17 **Government Delay of Work** (Apr 84)

52.243-1 **Changes--Fixed Price** (Aug 87) (for supplies);

Alternate I (Apr 84) (for services other than architect-engineer or other professional services);

Alternate II (Apr 84) (for services with supplies);

Alternate III (Apr 84) (for professional services);

Alternate IV (Apr 84) (for transportation services);

Alternate V (Apr 84) (for R&D)

52.243-6 **Change Order Accounting** (Apr 84) (applicable for supply and Research and Development contracts of significant technical complexity.)

52.245-1 **Government Property** (Apr 12)

Alternate I (Apr 12) (for fixed-price contracts)

Alternate II (Apr 12) (for R&D contracts with Educational or Non-Profit Institutions)

52.245-9 **Use and Charges** (Apr 12)

52.247-1 **Commercial Bill of Lading Notations** (Feb 06) (applicable when delivery terms will be f.o.b. origin)

52.247-32 **F.o.b. Origin Freight Prepaid** (Feb 2006) (when delivery term is specified as F.O.B. Origin, freight prepaid)

52.247-35 **F.o.b. Destination with Consignee's Premises** (Apr 84) (when delivery term is specified as F.O.B. Destination within consignee's premises)

52.247-65 **F.o.b. Origin Prepaid Freight - Small Package Shipments** (Jan 91) (when delivery term is specified as F.O.B. origin and the Contracting Officer specifically references this clause in the purchase order)

52.247-66 **Returnable Cylinders** (May 94) (Applicable when order involves the purchase of gas in contractor furnished cylinders) (Cylinders will be loaned to the Government at no charge for ____ days. After that the Government will pay rental of \$_____/day/cylinder as specified in this clause.)

52.251-1 **Government Supply Sources** (Apr 12).

- (j) The Contractor shall comply with the following Department of Health and Human Services Acquisition Regulation/Public Health Service Acquisition Regulation (HHSAR/PHSAR) (48 CFR CHAPTER 3) Clauses, incorporated by reference, when the applicable circumstances apply:
- HHS 352.201-70 **Paperwork Reduction Act** (Jan 06) (applicable to all contracts.)
- HHS 352.202-1 **Definitions** (Jan 06)
- HHS 352.203-70 **Anti-Lobbying** (Mar 12)
- HHS 352.204-16 **Prevention and Public Health Fund—Reporting Requirements** (Mar 12)
(applicable for all solicitations and contracts funded in whole or in part with PPHF funds.
Clause included in full text as attachment to this document.)
- HHS 352.222-70 **Contractor Cooperation in Equal Employment Opportunity Investigations** (Jan 10)
- HHS 352.223-70 **Safety and Health** (Jan 06) (applicable to services involving hazardous materials or operations)
- HHS 352.224-70 **Privacy Act** (Jan 06) (applicable when records on individuals will be designed, developed or operated.)
- HHS 352.227-70 **Publication and Publicity** (Jan 06) (applicable to all contracts.)
- HHS 352-231-70 **Salary Rate Limitation** (AUG 12) (applicable for all extramural contracts & orders, including R&D support EXCEPT fixed-price completion contracts & orders)
- HHS 352.231-71 **Pricing of Adjustments** (Jan 01) (applicable for fixed-price contracts)
- HHS 352.233-70 **Choice of Law (Overseas)** (Jan 10)
- HHS 352.237-70 **Pro-Children Act** (Jan 06) (applicable with kindergarten, elementary or secondary education or library services or health or day care services provided to children under 18 yrs.)
- HHS 352.237-71 **Crime Control Act—Reporting of Child Abuse** (Jan 06) (applicable when performance will take place on Federal land or at a federally-operated facility involving professions/ activities including but not limited to physicians, nurses, and others specified in the Crime Control Act of 1990.)
- HHS 352.237-72 **Crime Control Act—Requirement for Background Checks** (Jan 06) (applicable for all child care services to children under age 18, including social services, health, mental health care, education and rehab programs covered under the Crime Control Act of 1990.)
- HHS 352.237-73 **Non-Discrimination in Service Delivery** (Mar 12) (applicable in solicitations, contracts & orders to deliver services under HHS’ programs directly to the public. Clause included in full text as attachment to this document.)
- HHS 352.239-70 **Standard for Security Configurations** (Jan 10) (applicable for operation or acquisition of an information technology system)
- HHS 352.239-71 **Standard for Encryption Language** (Jan 10) (applicable for acquisition or lease of, or requirement to use desktop, laptop computers, mobile devices or portable media to store or process HHS sensitive information categorized as “moderate” or “high.”)
- HHS 352.239-72 **Security Requirements** (Jan 10) (applicable when Federal information or information systems will be accessed.)
- HHS 352-239-73 **Electronic and Information Technology Accessibility** (Jan 10) (applicable when EIT will be developed, purchased, maintained, or used.)
- HHS 352.242-70 **Key Personnel** (Jan 06)
- HHS 352-242-71 **Tobacco-free Facilities** (Jan 06) (applicable when some or all of contractor’s performance will take place on HHS property.)
- HHS 352.270-1 **Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities** (Jan 01) (applicable for conduct of meetings, conferences, or seminars open

to the public or DHHS employees.)

- HHS 352.270-4(b) **Protection of Human Subjects** (Jan 06) (applicable when human subjects will be used as research subjects)
- HHS 352.270-5(b) **Care of Live Vertebrate Animals** (Oct 09) (Applicable to services involving live vertebrate animals.)
- HHS 352.270-6 **Restriction on Use of Human Subjects** (Jan 06) (applicable when project is awaiting IRB approval.)
- HHS 352.270-7 **Conference Sponsorship Request and Conference Materials Disclaimer** (Jan 10) (applicable when funding, in whole or in part, support a conference.
- HHS 352.270-8 **Prostitution and Related Activities** (Jan 10) (applicable for HIV/AIDS programs or where funding under U.S. Leadership against HIV/AIDS, tuberculosis and Malaria Act of 2003.)

(k) The Offeror shall comply with the following Federal Acquisition Regulation (FAR) and Department of Health and Human Services Acquisition Regulation (HHSAR) provisions, incorporated by reference, when the applicable circumstances apply:

- 52.204-7 **System for Award Management** (Jun 2013)(applicable when contractor is required to register in the System for Award Management (SAM) database.)
- 52.204-6 **Data Universal Numbering System Number** (Jul 2013)(applicable when contractor is exempt from registering in the System for Award Management (SAM) database.)
- 52.214-34 **Submission of Offers in the English Language** (Apr 91) (applicable when contract will be subject to NAFTA or contracting officer specifies its use.)
- 52.214-35 **Submission of Offers in U.S. Currency** (Apr 91) (applicable when contract will be subject to NAFTA or contracting officer specifies its use.)
- 52.223-4 **Recovered Material Certification** (May 08) (Certification established by order acceptance.)
- 52.237-1 **Site Visit** (Apr 84) (applicable for services to be performed on Government installations.)
- HHS 352.270-4a **Notice to Offerors of Requirements of 45 CFR Part 46, Protection of Human Subjects** (Jan 06)
- HHS 352.270-5a **Notice to Offerors of Requirement for Adequate Assurance of Protection Of Vertebrate Animal Subjects** (Jan 06)
- HHS 352.270-9 **Nondiscrimination for Conscience** (Jan 10) (applicable over micro-purchase threshold.)

YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

Services Involving the Use of Information Technology (applicable when acquiring services involving the use of computer items in the performance of the requirement.)

YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

Noncommercial Supply Items Warranty (applicable when acquiring custom computer items (e.g., hardware, software and systems). NOTE: The words "listed below" in the clause refer to products that the offeror has identified as being Year 2000 compliant in response to the procuring agency's specifications.

YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS

The contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS:

(End of clause)

Commercial Supply Products Warranty (applicable when acquiring Year 2000 Compliant Software, Hardware and Systems comprised of Commercial Information Technology Products. NOTE: The words "listed below" in the clause refer to products that the offeror has identified as being Year 2000 compliant in response to the procuring agency's specifications.

YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS:

(End of clause)

Promoting Efficient Spending

In accordance with the OMB Memorandum M-11-35 Eliminating Excess Conference Spending and Promoting Efficiency in Government dated September 21, 2011; and HHS Memorandum HHS Policy on Promoting Efficient Spending: Use of Appropriated Funds for Conferences and Meetings, Food, Promotional Items, and Printing and Publications dated January 3, 2012 (Revised June 7, 2012); and NIH Memorandum NIH Guidance Related to the HHS Policy on Promoting Efficient Spending: Use of Appropriated Funds for Conferences and Meetings, Food, Promotional Items, and Printing and Publications dated January 30, 2012 (Amended June 15, 2012), the following addendum is to be incorporated into all applicable award documents and any modifications issued after January 3, 2012:

Conferences and Meetings

The Contractor shall not use contract funds, (direct or indirect), to conduct meetings or conferences without prior written Contracting Officer approval.

Food including Meals, Light Refreshments and Beverages

The Contractor shall not use contract funds to conduct meetings or conferences without prior written Contracting Officer approval.

The use of contract funds to purchase food for meals, light refreshments, or beverages is expressly prohibited. Registration fees cannot be used to acquire food, light refreshments or beverages for NIH sponsored conferences or meetings.

NIH solicitations, funding opportunity announcements, contracts, and purchase orders for conferences or meeting space must specifically prohibit the inclusion of food and meals and state that food and meals are not to be provided and are an unallowable expense. In effect, when acquiring space to conduct conference meetings, the government may not accept food even if the space being offered would be the same cost with or without the food.

Promotional Items

The Contractor shall not use contract funds to purchase promotional items. Promotional items include, but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees. This includes items or tokens given to individuals as these are considered personal gifts for which contract funds may not be expended.

Printing and Publications

It is NIH's policy that printing and publication of hard copy materials be consistent with HHS and NIH missions, objectives and existing policies; represent the efficient and effective use of taxpayer funds; and withstand public scrutiny, while not creating barriers for the public in obtaining NIH information. Information should now be presumed to be provided in an electronic form, whenever practicable, permitted by law, and consistent with applicable records and retention requirements. The contractor should therefore limit the publication and printing of hard copy documents for internal and external use. This policy is in addition to existing statutory and regulatory requirements for Printing and Publications.

When the printing of hard copy documents is required in performance of the contract, the contractor shall adhere to the requirements of FAR Clause 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011) in solicitations and contracts.

Clauses Included in Full Text

1. HHSAR Clause **352.204-16, Prevention and Public Health Fund--Reporting Requirements** (March 2012)

(applicable for all solicitations and contracts funded in whole or in part with PPHF funds.)

(a) Pursuant to Public Law 112-74, FY2012 Labor, HHS and Education Appropriations Act, Sec. 220, this contract requires the contractor to provide products and/or services that are funded from the Prevention and Public Health Fund (PPHF), Public Law 111-148, sec. 4002. Section 220(a)(5) requires each contractor to report on its use of these funds under this contract. These reports will be made available to the public.

(b) Semi-annual reports from the Contractor for all work funded, in whole or in part, by the PPHF, are due no later than 20 days following the end of each six-month period. The six-month reporting periods are January through June and July through December. The first report is due no later than 20 days after the end of the six-month period following contract award. Subsequent reports are due no later than 20 days after the end of each reporting period. If applicable, the Contractor shall submit its final report for the remainder of the contract period no later than 20 days after the end of the reporting period in which the contract ended.

(c) The Contractor shall provide the following information in an electronic and 508 compliant format to the Contracting Officer.

(1) The Government contract and order number, as applicable.

(2) The amount of PPHF funds invoiced by the contractor for the reporting period and the cumulative amount invoiced for the contract or order period.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in the reporting period.

(4) Program or project title, if any.

(5) The Contractor shall report any subcontract funded in whole or in part with PPHF funding, that is valued at \$25,000 or more. The Contractor shall advise the subcontractor that the information will be made available to the public. The Contractor shall report:

(i) Name and address of the subcontractor.

(ii) Amount of the subcontract award.

(iii) Date of the subcontract award.

(iv) A description of the products or services (including construction) being provided under the subcontract.

(End of clause)

2. HHSAR Clause **352.237-73, Non-Discrimination in Service Delivery** (March 2012).
(applicable in solicitations, contracts & orders to deliver services under HHS' programs directly to the public.)

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The contractor shall include this clause in all subcontracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the contractor shall ensure that each of its employees, and any sub-contractor staff, is made aware of, understands, and complies with this policy.