

(c) Checks tendered by GPO in payment of any invoice submitted by the contractor, whether equal to or less than the amount invoiced, are tendered as final payment. Acceptance of payment of any check so tendered shall operate as a bar to the assertion of any exceptions by the contractor to the amount paid by GPO unless the contractor notifies the Contracting Officer in writing within 60 calendar days of the date of such check. Such notice shall specify the exceptions taken to the sum tendered, and the reasons therefor.

### **25. Partial Payment.**

Partial payments may be made provided vouchers are submitted in accordance with the clause "Payments on Purchase Order," and the amounts billed are properly supported by acceptable evidence of shipment or delivery.

### **26. Payment for Accelerated Delivery.**

Reimbursement to the contractor for any additional costs incurred for accelerated delivery authorized by the Contracting Officer, shall be paid upon approval by GPO of the actual net increase in manufacturing expense. A contract modification (GPO Form 913) will be issued by the Contracting Officer authorizing a maximum amount reimbursable to the contractor. However, if the actual expense incurred is less than the authorized maximum amount, GPO's liability shall extend to that lesser amount only. In the determination of actual expenses incurred, the Contracting Officer may require the contractor to furnish labor or other records which will clearly substantiate the additional expense incurred.

### **27. Federal, State, and Local Taxes.**

Definition of terms used in this clause are—"Contract date" means the date set for bid opening or, if it is a negotiated contract or a modification, the effective date of the contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by the contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by the contract that the contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by the contract, but which the contractor is not required to pay or bear, or for which the contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(a) The contract price includes all applicable Federal, State, and local taxes and duties.

(b) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(c) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(f) The contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the contractor requests such evidence and a reasonable basis exists to sustain the exemption.

### **28. Mandatory Information for Electronic Funds Transfer Payment. (Jan. 1999)**

(a) *Method of payment.* Payments by the Government Printing Office under the contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the GPO. If payment is made by EFT, GPO may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) *Mandatory submission of contractor's EFT information.* The contractor is required, as a condi-