Federal Acquisition Regulation

52.213–1  Fast Payment Procedure.

As prescribed in 13.401, insert the following clause:

FAST PAYMENT PROCEDURE (MAY 2006)

(a) General. The Government will pay invoices based on the Contractor’s delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies. (1) Title to the supplies passes to the Government upon delivery to—
   (i) A post office or common carrier for shipment to the specific destination; or
   (ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall—
   (i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and
   (ii) Replace, repair, or correct those supplies promptly at the Contractor’s expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice. (1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall—
   (i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and
   (ii) Display prominently on the invoice “FAST PAY.” If the purchase office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance, if transportation charges are stated separately on the invoice; the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall either—
   (i) Submit the receiving report on the prescribed form with the invoice; or
   (ii) Include the following information on the invoice:
      (A) Shipment number.
      (B) Mode of shipment.
      (C) At line item level—
         (1) National stock number and/or manufacturer’s part number;
         (2) Unit of measure;
         (3) Ship-To Point;
         (4) Mark-For Point, if in the contract; and
         (5) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:
   (i) Ship-To Point;
   (ii) Mark-For Point.
52.213–2

(iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) FAST PAY container identification. The Contractor shall mark all outer shipping containers “FAST PAY.” When outer shipping containers are not marked “FAST PAY,” the payment office may make fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(End of clause)

52.213–4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items)

As prescribed in 13.302–5(d), insert the following clause:

TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2011)

(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 (JUN 2003) (E.O. 11755).

(ii) 52.222–21, Prohibition of Segregated Facilities (FEB 1999) (E.O. 11246).

(iii) 52.222–26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222–50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 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).

(vi) 52.244–4, Subcontracts for Commercial Items (Aug. 11, 2009).


(2) Listed below are additional clauses that apply:


(ii) 52.232–1, Payments (APR 1984).

(iii) 52.232–8, Discounts for Prompt Payment (FEB 2002).

(iv) 52.232–11, Extras (APR 1984).

(v) 52.232–23, Prompt Payment (OCT 2008).

(vi) 52.233–1, Disputes (JUL 2002).

(vii) 52.244–6, Subcontracts for Commercial Items (JAN 2011).

(viii) 52.253–1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

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