(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(9)(i) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(1) If the postmark is illegible or non-existent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or
(2) If the postmark is illegible or non-existent and the designated payment office fails to make the required annotation, the demand’s validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(ii) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—
(1) The additional penalty shall not exceed $5,000; and
(2) The additional penalty shall never be less than $25; and
(3) No additional penalty is owed if the amount of the underlying interest penalty is less than $1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(i)(A) of this clause.

(2) If the postmark is illegible or non-existent and the designated payment office fails to make the required annotation, the demand’s validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(c) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213–1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)


552.232–72 Final Payment Under Building Services Contracts.

As prescribed in 532.204(c), insert the following clause:

FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (NOV 2009)

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor’s claim to amounts payable under the contract has been assigned under Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.
552.232–77 Payment By Government Charge Card.
As prescribed in 532.7003, insert the following clause:

PAYMENT BY GOVERNMENT CHARGE CARD
(NOV 2009)

(a) Definitions. "Governmentwide commercial purchase card" means a uniquely numbered charge card issued by a contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases. "Oral order" means an order placed orally either in person or by telephone.
(b) At the option of the Government and if agreeable to the Contractor, payments of $100,000 or less for oral or written orders may be made using the Governmentwide commercial purchase card.
(c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder’s account for items returned as defective or faulty.
(d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

* Enter amount not to exceed $100,000.

(End of clause)