52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services.

As prescribed in 32.206(b)(2), insert the following clause:

Terms for Financing of Purchases of *Commercial Products* and *Commercial Services* (Nov 2021)

(a) *Contractor entitlement to financing payments*. The Contractor *may* request, and the Government *shall* pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the *supplies* deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause*. If this contract is terminated for cause, the Contractor *shall*, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government *shall* be liable for no payment except as provided by the Termination for Cause paragraph of the clause at Federal *Acquisition* Regulation (FAR) 52.212-4, Contract Terms and Conditions—*Commercial Products* and *Commercial Services*.

(c) *Security for Government financing*. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment *shall* be made under this contract. Upon receipt of adequate security, financing payments *shall* be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the *Contracting Officer* determines that the security provided by the Contractor is insufficient, the Contractor *shall* promptly provide such additional security as the *Contracting Officer* determines necessary. In the event the Contractor fails to provide such additional security, the *Contracting Officer may* collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor *shall* repay to the Government the amount of unliquidated financing payments as the *Contracting Officer* at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause *shall*-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) *Shall* not be exclusive, but rather *shall* be in addition to any other rights and remedies provided by law or this contract; and

(ii) *Shall* not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor *shall* such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment*. The Contractor’s request for financing payment *shall* contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the *Contracting Officer*.

(f) *Limitation on frequency of financing payments*. Contractor financing payments *shall* be provided no more frequently than monthly.

(g) *Dates for payment*. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause*. In the event of any conflict between the terms proposed by the *offeror* in response to an invitation to propose financing terms (FAR 52.232-31) and the terms in this clause, the terms of this clause *shall* govern.

(End of clause)

Parent topic: 52.232 [Reserved]