

Seller: The following notices and certification pertain to this Purchase Order or Subcontract, which authorizes Performance Based Payments in accordance with these notices and Federal Acquisition Regulation (FAR) clause 52.232-32.

Section A: Performance-Based Payments Notices

1. FAR 52.232-32, Performance-Based Payments ("Performance-Based Payments Clause") is by this reference incorporated in this Purchase Order or Subcontract as if fully set forth herein. The terms "Government", "Contracting Officer", and "Contractor" shall be revised to suitably identify the contracting parties (Buyer and Seller) and affect the proper intent of the Clause. Buyer, not the Government, awards this Purchase Order or Subcontract and administers the performance-based payment(s) as defined in this Purchase Order or Subcontract.
2. Seller shall provide the certification in FAR 52.232-32(m) with each request for performance based payment. (See Section B, below.)
3. Payments are authorized not more frequently than monthly. No request for payment shall be made prior to successful accomplishment of the event or performance criterion for which payment is requested and authorization by Buyer.
4. Seller's request for performance based payment shall contain the following:
 - (a) Name and address of Seller;
 - (b) Date of Seller's request for performance-based payment;
 - (c) Purchase Order or Subcontract number (or other identifier) under which Seller's request is made;
 - (d) Sufficient information and/or documentation to demonstrate completion of the event or performance as required by the Purchase Order or Subcontract that justifies the payment request; and
 - (e) Signed Certification by Seller's Authorized Representative in the form specified in FAR 52.232-32(m) (see Section B, below).
5. Performance-based payment amounts paid prior to delivery must be liquidated by deducting a percentage of or a designated dollar amount from the delivery payments. Buyer will specify the liquidation rate or designated dollar amount in the Purchase Order or Subcontract. The method of liquidation must ensure complete liquidation no later than final payment.
6. Seller shall ensure that title to delivery items is not compromised by other encumbrances. Buyer, in the absence of reason to believe otherwise, may rely upon Seller's Certification contained in the payment request.
7. If Buyer becomes aware of any arrangement or condition that would impair Buyer's or the Government's title to the property affected by the Performance-Based Payments Clause, Buyer shall require additional protective provisions from Seller.
8. The existence of any such encumbrance is a violation of Seller's obligations under the Purchase Order or subcontract, and the Buyer may suspend or reduce payments under the terms of FAR 52.232-32(e)(1) covering failure to comply with a material requirement of this Purchase Order or Subcontract. In addition, if Seller fails to disclose an existing encumbrance in the Certification, Seller may be in violation of the False Claims Act at 31 U.S.C. 3729.

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Section B: Seller's Certification for Performance-Based Payments

By my signature, below, I certify to the best of my knowledge and belief that:

1. This request for performance-based payment is true and correct; this request (and supporting information and attachments) has been prepared from the books and records of _____, in accordance with the Purchase Order or Subcontract and the instructions of the Buyer;
2. (Except as reported in writing on _____), all payments to Seller's subcontractors and suppliers under this Purchase Order or Subcontract have been paid, or will be paid, currently, when due in the ordinary course of business;
3. There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the Purchase Order or Subcontract that would affect or impair Buyer's or Government's title;
4. There has been no materially adverse change in the financial condition of the Seller since submission by the Seller to the Buyer of the most recent written information dated _____; and
5. After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the Purchase Order or Subcontract, and the amount of all payments under the Purchase Order or Subcontract will not exceed any limitation in the Purchase Order or Subcontract.

Description of the event(s) or performance supporting the payment request: _____

Signature of Seller's Authorized Representative

Seller's Firm/Company Name

Printed Name and Title of Seller's Authorized Representative

Address: _____

Date: _____

Purchase Order/Subcontract Number: _____

Telephone: _____

Facsimile: _____

END OF DOCUMENT