



BARDA Industry Day

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Invoices

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Introduction to Invoices



1. What is an invoice?

- A contractor's bill or written request for payment under the contract for supplies delivered or services performed.

Federal Acquisition Regulation - 2.101



Proper Invoice



2. What is a “Proper Invoice”

- (i) Name and address of the contractor.
- (ii) Invoice date and invoice number
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.



Proper Invoice



- (v) Shipping and payment terms
- (vi) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN)
- (ix) Electronic funds transfer (EFT) banking information.

Federal Acquisition Regulation - 32.905



When do I send an invoice?

- Time periods or tasks to be completed before submission should be clearly outlined in the contract document.
- From contract to contract there will be differences on how invoices are to be presented and paid.



Cost to Include



- Likely to contain both the Current and Cumulative totals for the following:
 - Direct Costs
 - Provide the bills
 - Indirect Costs
 - Travel
 - Details broken out. Not a one line charge.
 - Profit or Fee
 - Sub-Contractor costs (include copy of Sub-Contractor invoice)
 - Other Direct Costs (ODC)
 - Cost of Money



What to Include in an Invoice



- Must be supported. If charge isn't supported, it won't be allowable.
 - Copies of invoices
 - Supporting documents for Travel
 - Timesheets
 - Always communicate with CS and CO



Tips for Invoices



1. At the Kick-off bring up questions and make sure you are clear on the guidance received.

2. Be Clear!
 - Make sure it's understandable by anyone who needs to view it. New CO's and CS's may be assigned to the contract or the file may need to be reviewed/audited for accuracy; a clear and concise invoice is key and can also help expedite the process.



Tips for Invoices



3. Be Detailed!

- You may have a very complicated contract with many sub categories on your invoice. A good practice is to have a high level breakout on the front page and provide more detailed breakouts in the supporting documents. Not supported = not paid.



Invoice Process



- Step 1 – Government (CO, CS and COR) review invoice for accuracy and acceptability.
- Step 2 – The Government approves the invoice and sends it off to payment office.
- Step 3 – Invoice gets paid.
- Step 4 – In the event the invoice is not accepted, it will be suspended and returned for correction.



The Internal AMCG Invoice Review Process

Per AMCG Invoice Standard Operating Procedure



- Copies of invoice go to CS and COR – both review invoice for accuracy and COR signs “Invoice Receiving” Form.
- Invoice and Form with COR signature then “Received” in our funds certification system; the receiving form is signed by the receiving official.



- Invoice and Form with COR signature and Receiving certification and signature goes to CO for final review and signature.
- Invoice and Form with all final signatures is sent to Payment Office for payment.



Prompt Payment Clause

FAR 52.232-25



PROHIBITION OF ASSIGNMENT OF CLAIMS (OCT 2008)

The assignment of claims under the Assignment of Claims Act of 1940, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 15](#), is prohibited for this contract.

(End of clause)

52.232-25 Prompt Payment.

As prescribed in [32.906\(c\)](#), insert the following clause:

PROMPT PAYMENT (OCT 2008)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections [2.101](#), [32.001](#), and [32.902](#) of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 ([7 U.S.C. 182\(3\)](#)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 ([16 U.S.C. 4003\(3\)](#)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 ([7 U.S.C. 499a\(4\)](#)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 ([7 U.S.C. 4502\(e\)](#)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on



Translation



- Ensures that Agencies pay invoices in a timely manner
- Allows for interest payments on late invoices, to be calculated by the government.



- Establishes time frames to be followed by agency (in Calendar days)
 - Seven (7) Days to suspend for improper or incomplete invoice
 - Thirty (30) days after receipt of proper invoice (or as otherwise spelled out in contract terms) to pay invoice.
- Rule for Small Businesses: Payment with 15 days



- Refer to **Federal Acquisition Regulation 32.905** for questions regarding prompt payment in addition to your individual contract.
- For questions don't forget the 3 C's
 - Contract
 - Contracting Officer
 - Contract Specialist

Questions

