

Part 13 - Simplified Procedures for Noncommercial Acquisitions

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13.000 Scope of part.

This part implements simplified procedures for the acquisition of noncommercial products and services valued at or below the simplified acquisition threshold (SAT) in accordance with 41 U.S.C. 1901-1903, 1905, and 3305.

13.001 Applicability.

(a) The procedures in this part may be used only if—

(1) There are no commercial products or commercial services that can satisfy the agency's needs (see part 12); and

(2) The supplies or services are not available from a required source (see part 8).

(b) Follow the procedures in this part when procuring noncommercial products and services valued at greater than the micro-purchase threshold (MPT) but at or below the SAT, except

(1) When procuring architect-engineering services, follow the short selection process at 36.602-5;

(2) When procuring construction as a noncommercial service, comply with the requirements in part 36 for construction contracts and subpart 22.4 on labor standards for contracts involving construction; and

(3) When procuring research and development, use the procedures in this part in conjunction with the procedures in part 35, as appropriate.

(c) Do not divide requirements, the aggregate value of which exceeds the SAT, merely to permit use of the procedures in this part.

(d) Go to <https://www.acquisition.gov/inapplicablelaws> for the lists of laws that do not apply to acquisitions valued at or below the SAT (41 U.S.C. 1905).

Subpart 13.1 - Presolicitation

13.101 Competition.

(a) Agencies must promote competition to the maximum extent practicable when procuring noncommercial products and services valued at or below the SAT.

(b) Contracting officers may solicit from a single source based on a determination and findings (see subpart 1.5) that only one source is reasonably available (e.g., urgency, exclusive licensing agreements, brand-name or industrial mobilization).

13.102 Small business.

Acquisitions of supplies or services that have an anticipated dollar value above the MPT, but at or below the SAT, must be set aside for small business concerns (see part 19).

13.103 Quality assurance

Generally, inspection and acceptance should be at destination. Inspection at the supplier's location should be specified only if required by 46.404.

Subpart 13.2 - Solicitation, Evaluation, and Award

13.201 Procedures.

Follow the simplified procedures at 12.201-1 for issuing requests for quotations (RFQs). Agencies are encouraged to use additional innovative approaches and may leverage the other flexibilities identified in that section; however, if using blanket purchase agreements (BPAs), the maximum value of each individual purchase under a BPA may not exceed the SAT.

13.202 Evaluation.

Follow the procedures in 12.203 when establishing evaluation factors and a process to evaluate quotations in an efficient and minimally burdensome manner. Notify potential quoters of the basis on which the agency will make the award decision. Exercise good business judgment in deciding whether or not to accept a quotation received after the due date or time.

13.203 Award.

(a) *Price reasonableness.* The contracting officer must determine the price to be fair and reasonable. Whenever possible, base price reasonableness on competitive quotations.

(b) *Documentation.* Include in the contract file a written description of the procedures used in awarding the purchase order and the number of quotations received.

(c) *Forms and format.* Use the Optional Form (OF) 347, Order for Supplies or Services; the OF 336, Continuation Sheet, or OF 348, Order for Supplies and Services Schedule—Continuation; or similar agency forms or automated formats to the maximum extent practicable.

13.204 Contract clauses.

(a) Include clauses prescribed elsewhere in the FAR in purchase orders for noncommercial supplies or services valued at or below the SAT as required or applicable based on the clause prescriptions.

(b) Contracting officers may use the clause at 52.213-4, Terms and Conditions—Simplified Acquisitions (Noncommercial), to provide a streamlined set of terms and conditions for inspection/acceptance, excusable delays, terminations, and warranties. This clause is either used in lieu of similar clauses prescribed for these purposes or tailored to incorporate only some of the streamlined terms and conditions, as necessary.

(c) Do not use part 12 clauses (*i.e.*, 52.212-1, 52.212-2, or 52.212-4) in noncommercial acquisitions.

Subpart 13.3 - Postaward

13.301 Notifications.

Comply with the award notice posting requirements in subpart 5.3. Upon request, provide a brief explanation of the award decision that explains why the unsuccessful quoter was not selected. If an award notice was not required to be posted to the Government point of entry, also provide the information that would be included in an award notice (see 5.301(c)).

13.302 Cancellations and terminations.

(a) The Government may withdraw, amend, or cancel purchase orders by written notice to the supplier at any time before acceptance of the order occurs (see 12.201-1(b)).

(b) If the supplier did not accept the purchase order in writing, request that the supplier provide written acceptance of the cancellation.

(c) If the contractor does not accept the cancellation or claims that costs were incurred as a result of the contractor beginning performance under the purchase order, follow the procedures in part 49 or 52.213-4 to terminate the purchase order.

13.303 Contract financing and payments.

(a) Unless agency regulations permit otherwise, do not provide financing for purchases valued at or below the SAT.

(b) See part 32 for payment procedures, including the option to use fast payment procedures.

Subpart 13.4 - Micro-purchases

13.401 General.

(a) Follow the procedure in 12.4 when making purchases valued at or below the MPT.

(b) While micro-purchases do not require written provision or clauses, the clause at 52.232-39, Unenforceability of Unauthorized Obligations, automatically applies to any micro-purchase, including those made with the Governmentwide commercial purchase card. This clause prevents violations of the Anti-Deficiency Act (31 U.S.C. 1341).

Part 52 - Solicitation Provisions and Contract Clauses

[Subpart 52.2 - Text of Provisions and Clauses](#)

[52.213 \[Reserved\]](#)

[52.213-1 \[Reserved\]](#)

[52.213-2 \[Reserved\]](#)

[52.213-3 \[Reserved\]](#)

[52.213-4 Terms and Conditions—Simplified Acquisitions \(Noncommercial\).](#)

52.213 [Reserved]

52.213-1 [Reserved]

52.213-2 [Reserved]

52.213-3 [Reserved]

52.213-4 Terms and Conditions—Simplified Acquisitions (Noncommercial).

As prescribed in 13.304(b), insert the following clause:

Terms and Conditions—Simplified Acquisitions (Noncommercial) (DEVIATION NOV 2025)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(c) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(d) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(e) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)