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\*\*\*\*(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS.)\*\*\*\*

## SECTION G - CONTRACT ADMINISTRATION DATA

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\*\*\*\*(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS.

### ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **For Solicitations:** Type: "[To be specified prior to award]" in the text box after the first sentence.  
**For Contracts:**
  - Type: Contracting Officer's Representative (COR) Name in the text box after the first sentence.
  - If an Alternate COR will be assigned to the contract, specify the alternate's name with the title "Alternate COR" and include the third paragraph in brackets.
2. **Third paragraph [within brackets]:** Include this paragraph when an Alternate COR will be assigned to the contract. If no Alternate COR will be assigned delete the paragraph in its entirety.)\*\*\*\*

### ARTICLE G.1. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this contract:

The COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

[The alternate COR is responsible for carrying out the duties of the COR only in the event that the COR can no longer perform his/her duties as assigned.]

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; (5) otherwise change any terms and conditions of this contract; or (6) sign written licensing agreements. Any signed agreement shall be incorporated by reference in Section K of the contract

The Government may unilaterally change its COR designation.

\*\*\*\*(USE BELOW FOR ALL SOLICITATIONS AND CONTRACTS WHEN THE CONTRACTING OFFICER WILL REQUIRE THE CONTRACTOR TO DESIGNATE CONTRACTOR KEY PERSONNEL.

**ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:**

- **Table:** When Multiple Principal Investigators are named, the "Contact PI" MUST be specified.)\*\*\*\*

**ARTICLE G.2. KEY PERSONNEL, HHSAR 352.237-75 (December 2015)**

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

The following individual(s) is/are considered to be essential to the work being performed hereunder:

Name	Title

\*\*\*\*(USE BELOW, IN WORK ASSIGNMENT SOLICITATIONS AND CONTRACTS.)\*\*\*\*

**ARTICLE G.3. WORK ASSIGNMENT PROCEDURES**

In providing support under this contract, the Contractor shall initiate work only when so directed by a Work Assignment (Attachment provided in SECTION J). Approval of a Work Assignment shall **not** constitute approval to exceed any item listed in the contract or general clauses of the contract. Work Assignment amounts shall not exceed the total amounts listed in the contract (time, dollars, effort, consultants, travel, etc.). The

Contracting Officer's Representative (COR) with Contracting Officer approval, is authorized to initiate Work Assignments and to sign Work Assignments indicating satisfactory performance/delivery of the services/product required in each Work Assignment. The Contractor shall assure, prior to commencing work on any Work Assignment, that written approval of the COR and the Contracting Officer has been obtained. A Work Assignment which does not contain both Contracting Officer and COR approval signatures shall be considered invalid and costs incurred for such work shall be considered unallowable. The Contractor shall not exceed the estimated labor hours, estimated Work Assignment amount, or change the Work Assignment leader without prior written approval of the COR and the Contracting Officer by modification of the Work Assignment. The day-to-day operational and administrative details of the Work Assignment system will be established by the COR with input from the Contractor. The Work Assignment system will operate within the following general guidelines:

**a. Work Assignment (W.A.) Information**

1. All work to be assigned under this contract shall relate directly to one or more of the task areas listed in the Statement of Work.
2. Each W.A. shall be written for the conduct of a specific, finite task.
3. Each new W.A. shall be numbered serially beginning with 01.
4. Each W.A. shall be completed on the form entitled "Sample Contract Work Assignment" and listed as an Attachment in Section J of this contract.
5. Upon award of the contract, an Administrative Work Assignment as shown in SECTION J, Attachments, shall be issued on a yearly basis. This Work Assignment will cover the time and expenditures necessary for the administration of the contract.

**b. Initiation of a W.A.**

1. The COR will initiate Part I of the W.A.
2. The Contractor shall complete Part II and obtain the appropriate signature. The Contractor shall forward the proposed W.A. to the COR.
3. Upon receipt of the proposed W.A. and after determining that the proposed W.A. is acceptable, the COR will sign Part II to indicate recommendation for approval and forward to the Contracting Officer.
4. Upon receipt, the Contracting Officer will review the proposed W.A.
  - a. If approved, the Contracting Officer will sign Part II to indicate approval and will forward the W.A. to the Contractor with a copy to the COR.
  - b. If not approved, the Contracting Officer will notify the COR, stating the reasons for disapproval.
5. After receipt of the approved W.A., the Contractor shall begin work. The period of performance shall never precede the Contracting Officer Approval date.

**c. Modification to a W.A.**

1. Each amendment to an existing Work Assignment shall contain the original W.A. number and shall designate a modification number. Modification numbers for each W.A. shall be serially numbered beginning with 01 (for example, Work Assignment 01, Modification No. 01).

2. Each W.A. modification shall set forth in specific detail which portion(s) of the W.A. is to be modified. All Cost/Labor modifications shall be in the following format:

	<b>Authorized to Date</b>	<b>This Modification</b>	<b>Revised Estimate</b>
Labor Hours			
Cost Elements			
(List Each Element)			

**d. Conclusion of a W.A.**

1. For each W.A. performed, the Contractor shall prepare PART III of the Work Assignment for submission to the Contracting Officer.
2. This PART III submission shall include all actual information (cost, effort, and deliverables) relative to the W.A.
3. PART III of the W.A. shall be submitted as soon as possible and not to exceed three months after the closing date of the W.A. For those Work Assignments which expire within three months prior to the contract expiration date, PART III of the Work Assignment shall be submitted on the final contract day.
4. After verification that all work is complete and deliverables have been received and accepted, the COR will sign Part III of the W.A. to indicate recommendation for approval and forward the W.A. to the Contracting Officer.
5. After verification that the W.A. has been satisfactorily completed, the Contracting Officer will approve completion of the W.A. by signing Part III of the W.A. and forward to the Contractor.

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\*\*\*\*(USE BELOW, FOR INDEFINITE QUANTITY TYPE CONTRACTS WHEN THE ITEMS OR SERVICES TO BE ORDERED ARE PRE-PRICED IN THE CONTRACT THE ORDERS WILL BE PLACED ON A FIXED-PRICE BASIS, AND NO ORDER TERMS ARE NEGOTIATED BEFORE ISSUANCE.

**ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:**

**1. Subparagraph a:**

- Check all applicable methods for issuing orders.
- If applicable, identify the timeframe for written confirmation of oral offers.

**2. Subparagraph c:** This subparagraph applies to MULTIPLE AWARD TASK/DELIVERY ORDER contracts. If this is a SINGLE AWARD TASK/DELIVERY ORDER contract, delete this subparagraph c.)\*\*\*\*

#### **ARTICLE G.4. METHOD OF ORDERING**

a. Orders issued under this contract may be placed as follows:

in writing

via telephone

via facsimile (fax)

via electronic mail (e-mail)

Oral [Oral Orders will be confirmed in writing within \_ days of issuance.

Other Specify: \_\_\_\_\_

b. The Contracting Officer is authorized to issue orders and provide written confirmation of oral orders, if applicable, under the contract.

c. Fair Opportunity

1. In accordance with FAR 16.505(b)(1)(i), each awardee will be given a fair opportunity to be considered for each order issued over \$3,500 unless the following exception(s) apply:
  - i. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
  - ii. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
  - iii. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
  - iv. It is necessary to place an order to satisfy a minimum guarantee.
2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:
  - i. For orders exceeding \$3,500 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
  - ii. For orders exceeding the simplified acquisition threshold up to \$5.5 Million, in accordance with 16.505(b)(1)(iii); and,
  - iii. For orders exceeding \$5.5 Million, in accordance with FAR 16.505(b)(1)(iv).

\*\*\*\*(USE BELOW, FOR INDEFINITE QUANTITY TYPE CONTRACTS WHEN INDIVIDUALLY NEGOTIATED TASK ORDERS WILL BE ISSUED DURING THE PERIOD OF PERFORMANCE.

**ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:**

1. **Subparagraph b:**
  - **Second Paragraph:** The CO may modify the list of items to be included in a Task Order Requisition for Proposal.
  - **Last (fourth) Paragraph:** Remove this paragraph for Single Award Indefinite Quantity contracts.
2. **Subparagraph c:** This subparagraph applies to MULTIPLE AWARD TASK/DELIVERY ORDER contracts. If this is a SINGLE AWARD TASK/DELIVERY ORDER contract, delete this subparagraph c.
3. **Subparagraph c.2:** FOR MULTIPLE AWARD TASK/DELIVERY ORDER Contracts ONLY:
  - The CO may modify the list of evaluation factors as needed.
4. **Subparagraph d:**
  - For **MULTIPLE AWARD TASK/DELIVERY ORDER** Contracts:
    - i. **First paragraph:** Select from the drop down box, the statement which accurately states how technical, cost and other factors will be considered in the award decision.
    - ii. **Second paragraph:** Select the statement: "Contractor whose proposal is most advantageous to the government" from the drop down box.
  - For **SINGLE AWARD TASK/DELIVERY ORDER** Contracts:
    - i. **First paragraph:** Carefully review this paragraph to make sure that it describes the evaluation process you will use to award task/delivery orders. If necessary, revise this subparagraph accordingly.
    - ii. **Second paragraph:** Select the word: "Contractor." from the drop down box.
    - iii. **Third paragraph:** REMOVE
5. **Subparagraph e:** This subparagraph applies to MULTIPLE AWARD TASK/DELIVERY ORDER contracts. If this is a SINGLE AWARD TASK/DELIVERY ORDER contract, delete this subparagraph e:\*\*\*\*

**ARTICLE G.5. TASK ORDER PROCEDURE**

This contract provides for the issuance of Task Orders on a negotiated basis as follows:

a. **General**

Only the Contracting Officer may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Statement of Work. Unless specifically authorized by the Contracting Officer, the Contractor shall not commence work until a fully executed Task Order has

been awarded. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this ARTICLE.

No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

**b. Requesting Task Order Proposals.**

The Contracting Officer or a designated individual may solicit responses to requirements from Contractors within a technical area covered by a task order requirement in writing. A Task Order Request for Proposals (TORFP) will be prepared and issued for each task order requirement.

Generally, the Task Order Request for Proposal (TORFP) will include but is not limited to the following:

1. Statement of Work;
2. Reporting Requirements and Deliverables;
3. Proposal Due Date and Location to Deliver Proposals;
4. Period of Performance of Task Order;
5. Anticipated type of Task Order;
6. Technical Proposal Instructions;
7. Business proposal Instructions
8. Evaluation Factors for Award

All contract clauses contained this contract shall be incorporated in the TORFP and the resultant task order. If conflicts exist between the contract clauses and the information outlined in the task order, the contract language takes precedence over the information in the task order.

Contractors are not required to propose on all TORFPs. Those eligible Contractors that decide not to submit a proposal shall advise the Contracting Officer, in writing, of their intention not to submit a proposal on or before the closing date and time established in the TORFP. An election not to propose on a given TORFP will not negatively affect or prohibit a Contractor from competing on future TORFPs. However, it may affect the Contractor's eligibility for continuations or extensions of the resultant Task Order.

**c. Competitive Ordering Process.**

1. All Contractors within a technical area will receive e-mail notification advising of the availability of each proposed task order requirement. All proposed task orders will incorporate all terms of this contract unless otherwise specified in the

proposed task order.

2. Contractors will be provided an adequate time to prepare and submit responses based on the Contracting Officer's consideration of the estimated dollar value and complexity of proposed task order. Responses will not be considered a proposal as defined in FAR Part 15. However, the Contractor shall provide information sufficient for consideration in accordance with FAR Part 16. Each TORFP will indicate the criteria for the evaluation of proposals. The responses shall demonstrate capability for each criterion to be evaluated. Generally, the Contractor will be asked to demonstrate the following as appropriate:
  - Understanding of the requirements;
  - Experience and capability on similar tasks;
  - Technical approach, methods and procedures for satisfying the requirements with a discussion of potential problems to be encountered and proposed solutions and/or risk mitigation strategies.
  - Procedures for assuring quality of work, products, and deliverables;
  - Plan for managing the task order, including meeting requirements and schedules, and performance measures (if applicable);
  - Staffing plan with skill levels and level of effort for each individual proposed. Generally, resumes will be required for proposed personnel (if not previously submitted);
  - References to evaluate past performance; and
  - Cost/Price to perform the task order.

**d. Evaluation and Award of Task Order Proposals**

The Government will evaluate the Task Order proposals against the requirements of the TORFP. Specifically, the technical evaluation factors, cost/price, past performance and any other factor specifically identified in the TORFP will be used for evaluation of each proposal. In addition, the TORFP will identify the basis for selecting a contractor for award. Generally, technical factors will be [significantly more important than cost or price/approximately equal to cost or price/significantly less important than cost or price] However, each TORFP will specify how the award decision will be made.

Upon completion of evaluations, the Contracting Officer will issue a task order to the [Contractor whose proposal is most advantageous to the government/Contractor.]

The Contracting Officer will notify the Contractor(s) of the selection decision in writing.

**e. Fair Opportunity**

1. In accordance with FAR 16.505(b)(1)(i), each awardee will be given a fair opportunity to be considered for each order issued over \$3,500 unless the following exception(s) apply:
  - i. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

- ii. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
  - iii. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
  - iv. It is necessary to place an order to satisfy a minimum guarantee.
2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:
- i. For orders exceeding \$3,500 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
  - ii. For orders exceeding the simplified acquisition threshold up to \$5.5 Million, in accordance with 16.505(b)(1)(iii); and,
  - iii. For orders exceeding \$5.5 Million, in accordance with FAR 16.505(b)(1)(iv).

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\*\*\*\*(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR A/E, CONSTRUCTION, CQM SERVICES, DESIGN BUILD AND FACILITIES SERVICES.)\*\*\*\*

#### **ARTICLE G.6. EQUITABLE ADJUSTMENTS DUE TO CHANGES**

- a. The Contractor shall submit a proposal for all changes in the work within 30 days from the effective date of the change order or request for proposal. With each proposal for a change involving an increase or decrease in the amount of the contract, the Contractor shall submit separately an itemized breakdown that will include but not be limited to the following:
- 1. Material quantities and unit price. (Separated into trades)\
  - 2. Labor Costs (Separate into labor classifications and hourly rates)
  - 3. Construction Equipment
  - 4. Workmen's Compensation
  - 5. Overhead
  - 6. Profit
  - 7. Employment taxes under FICA, FUTA and SUTA
  - 8. Bond (Prime Contractor only)
  - 9. Sales Tax
  - 10. Direct Performance Time of Change
  - 11. Impact on Schedule, if any.
  - 12. Impact Costs, if any.

- b. In considering proposals for changes involving added work, omitted work, or any combination thereof, estimates will be checked in detail by the NIH, utilizing unit prices where specified or agreed upon, with the view of arriving at equitable adjustments.
- c. When the necessity to proceed with a change does not allow sufficient time to properly check a proposal, or because of failure to reach an agreement, NIH Contracting Officer may direct the Contractor to proceed immediately with the work.
- d. Proposals and breakdown should be submitted as promptly as possible, but in no event later than 30 days.
- e. All proposals shall be submitted in accordance with the requirements of FAR 15.404. Should a proposal cost exceed \$750,000 for a change, certified cost or pricing data should be submitted on SF1411 in a format which satisfies the requirements of FAR 15.403-5. When certified cost or pricing data are required, the contractor shall submit an executed Certificate of Current Cost or Pricing Data as soon as practicable after price agreement is reached.
- f. Allowable overhead, profit, and percentages are given at the end of this paragraph. These percentages shall be limited to three tiers only and shall be considered to include, but not limited to, all insurance other than FICA, FUTA, SUTA and Workmen's Compensation, field and office supervisors and assistants, use of small tools, incidental job burdens, and general office expense. Incidental job burdens include, but are not limited to, review and coordination, and estimating and expediting relative to contract changes that are associated with field and office supervision.

No percentages for overhead and profit shall be allowed on FICA, FUTA or SUTA. The percentages for overhead and profit to be allowed by NIH may vary according to the nature, extent, and complexity of work involved, but in no case shall exceed the following: The percentages of overhead to be allowed by the Contracting Officer will be 10% for all contract changes performed by prime contractor personnel and 5% for all contract change work performed by subcontract personnel.

The percentage for profit to be allowed by NIH will vary according to the nature, risk, extent, and complexity of work involved, but in no case shall exceed 10%. Percentages for overhead and profit will be as follows:

**Overhead Profit**

To subcontractors and/or to the Contractor for work performed with his own forces 10% 1% - 10%

To Contractor on work performed by other than his own forces... 5% 1% - 5%

The percentage of profit is to be negotiated. The burden is on the contractor to propose and justify to the government the percentage of profit to be paid on each modification to the contract.

On proposals involving both increases and decreases in the amount of the contract, overhead and profit will be allowed on the net increases only. On net decreases, corresponding overhead and profit will be deducted.

When change proposals are not submitted with a Time Impact Analysis, it is mutually agreed that the particular change order, modification, delay or Contractor request does not require an extension of the contract time (or milestone).

- g. The percentages in (f) above are the maximums that will be paid. The burden is on the contractor to propose and justify to government the percentages paid on each modification to the contract.
- h. Any proposal for delay and impact costs that is not submitted within 60 days after completion of the work identified in the change will not be considered. This requirement is in addition to the scheduling updates required for construction of the project. If there are circumstances which prevent the contractor from ascertaining delay for impact during this time, a status update, including but not limited to a critical path analysis, shall be submitted within this time and at 60 day intervals thereafter, explaining why the contractor cannot yet know the extent of the impact. If this is not done, a claim for delay will not be considered unless special circumstances are shown. This requirement is necessary to enable the government to respond to any claims for delay in light of conditions then current.

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\*\*\*\*(USE BELOW, FOR COST-REIMBURSEMENT SOLICITATIONS AND CONTRACTS.

**ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:**

- **Article Title** - To modify the Article title: 1) Select the "Edit" from the Tool Bar; 2) Edit the " **TOC Title** " field at the top of the screen as follows:
  - For Cost-Type Contracts requiring Financial Reporting with each Invoice (NIH(RC)-4): No change required, leave Article Title as is.
  - For Cost-Type Contracts no Financial Reporting (NIH(RC)-1): Delete the words "AND CONTRACT FINANCING REQUEST" from the "TOC Title" field.)\*\*\*\*

**ARTICLE G.7. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT**

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\*\*\*\*(USE BELOW, WHEN THE NIH(RC)-1 OR NIH(RC)-4 WILL BE REQUIRED.

- **First sentence** , select the appropriate Invoice Instructions from the drop-down box.)\*\*\*\*

- a. [Invoice Submission/Contract Financing Request, NIH(RC)-1/Invoice Submission/Contract Financing Request and Contract Financial Reporting, NIH(RC)-4] for NIH Cost-Reimbursement Type Contracts are attached and made part of this contract.

The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

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\*\*\*\* (USE BELOW IN ALL SOLICITATIONS AND CONTRACTS. EXCEPT NCI OA AND ORF.

**ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:**

Please Note: NIH/OFM will **NOT** accept any invoices postmarked and/or delivered in-person on/after December 1, 2020.

The Contractor shall submit invoice to the [National Institutes of Health \(NIH\)/Office of Financial Management](#) (OFM) via email at [invoicing@nih.gov](mailto:invoicing@nih.gov) with a copy to the approving official, as directed below. The Contractor must follow step-by-step instructions as stated in the NIH/OFM [Electronic Invoicing Instructions for NIH Contractors/Vendors](#), which is included as an attachment in Section J of this contract. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only **one** invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your invoice unless specified elsewhere in the contract or requested by the Contracting Officer.

The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

Approving Official: Contracting Officer

Name- \_\_\_\_\_ Email Address-

Contracting Officer's Representative

Name- \_\_\_\_\_ Email Address-

For inquiries regarding the status of invoices, contact [OFM Customer Service](#) via email at [ofm\\_customer\\_service@incontactemail.com](mailto:ofm_customer_service@incontactemail.com) or via phone at 301-496-6088. To send your inquiries via other available communication methods refer to the OFM Customer Service website at <https://ofm.od.nih.gov/Pages/Customer-Service.aspx>.

Note: The OFM Customer Service is open Eastern Standard Time Monday – Friday from 8:30 a.m. to 5:00 p.m. and is closed between 12:00 p.m. to 1:00 p.m.

\*\*\*\* (NCI OA Only: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.

**ADDITIONAL INSTRUCTIONS FOR COMPLETING THIS ITEM:**

- Select the appropriate Central Point of Distribution.)\*\*\*\*

The Contractor shall submit invoice to the [National Institutes of Health \(NIH\)/Office of Financial Management](#) (OFM) via email at [invoicing@nih.gov](mailto:invoicing@nih.gov) with a copy to the approving official, as directed below. The Contractor must follow step-by-step instructions as stated in the NIH/OFM [Electronic Invoicing Instructions for NIH Contractors/Vendors](#), which is included as an attachment in Section J of this contract. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only **one** invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your invoice unless specified elsewhere in the contract or requested by the Contracting Officer.

The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

Approving Official: Contracting Officer

Name- \_\_\_\_\_ Email Address-

Contracting Officer's Representative

Name- \_\_\_\_\_ Email Address-

For inquiries regarding the status of invoices, contact [OFM Customer Service](#) via email at [ofm\\_customer\\_service@incontactemail.com](mailto:ofm_customer_service@incontactemail.com) or via phone at 301-496-6088. To send your inquiries via other available communication methods refer to the OFM Customer Service website at <https://ofm.od.nih.gov/Pages/Customer-Service.aspx>.

Note: The OFM Customer Service is open Eastern Standard Time Monday – Friday from 8:30 a.m. to 5:00 p.m. and is closed between 12:00 p.m. to 1:00 p.m.

One courtesy copy of the original invoice shall be submitted electronically as follows:

The Central Point of Distribution:

[NCI OA Branch A - ncibranchinvoices@mail.nih.gov](mailto:ncibranchinvoices@mail.nih.gov)

[NCI OA Branch B - ncibranchbinvoices@mail.nih.gov](mailto:ncibranchbinvoices@mail.nih.gov)

[NCI OA Branch C - ncibranchcinvoices@mail.nih.gov](mailto:ncibranchcinvoices@mail.nih.gov)

[NCI OA Branch D - ncibranchdinvoices@mail.nih.gov](mailto:ncibranchdinvoices@mail.nih.gov)

[NCI OA Branch E - ncibrancheinvoices@mail.nih.gov](mailto:ncibrancheinvoices@mail.nih.gov)

[NCI OA Branch F - ncibranchfinvoices@mail.nih.gov](mailto:ncibranchfinvoices@mail.nih.gov)

Invoices shall be submitted in accordance with [Electronic Invoicing Instructions for NIH Contractors/Vendors, which is included as an attachment in](#) Section J of this contract.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****
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The Contractor shall submit invoice to the [National Institutes of Health \(NIH\)/Office of Financial Management](#) (OFM) via email at [invoicing@nih.gov](mailto:invoicing@nih.gov) with a copy to the approving official, as directed below. The Contractor must follow step-by-step instructions as stated in the NIH/OFM [Electronic Invoicing Instructions for NIH Contractors/Vendors](#), which is included as an attachment in Section J of this contract. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only **one** invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your invoice unless specified elsewhere in the contract or requested by the Contracting Officer.

The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

Approving Official: Contracting Officer

Name- \_\_\_\_\_ Email Address-

Contracting Officer's Representative

Name- \_\_\_\_\_ Email Address-

For inquiries regarding the status of invoices, contact [OFM Customer Service](#) via email at [ofm\\_customer\\_service@incontactemail.com](mailto:ofm_customer_service@incontactemail.com) or via phone at 301-496-6088. To send your inquiries via other available communication methods refer to the OFM Customer Service website at <https://ofm.od.nih.gov/Pages/Customer-Service.aspx>.

Note: The OFM Customer Service is open Eastern Standard Time Monday – Friday from 8:30 a.m. to 5:00 p.m. and is closed between 12:00 p.m. to 1:00 p.m.

The Contractor shall submit one copy of the electronic invoice to the Office of Research Facilities (ORF) invoice processing email distribution mailbox:

[ORFOAInvoice3Way@mail.nih.gov](mailto:ORFOAInvoice3Way@mail.nih.gov). The Contractor will receive an automated email reply confirming that your invoice has been received for processing. If you do not receive an email notification within 24 hours, it indicates that we did not receive your invoice for processing. In which case double check (1) that your email contained the scanned attachment of your invoice and that (2) you sent it to our inbox at [ORFOAInvoice3Way@mail.nih.gov](mailto:ORFOAInvoice3Way@mail.nih.gov). If you have any questions or concerns, please call the Intake Center at 301-402-0878.

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\*\*\*\*(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS (EXCEPT for NCI OA).

**ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:**

1. **Subparagraph a:** Insert the name of the applicable Office of Acquisition.
2. **Subparagraph d:** Select appropriate payment method from the Drop Down List.

*[Note: Payment under a two-way match is processed after matching the award (contract/order) with the invoice. Generally, a two-way match will be used for contracts/orders that acquire services, where payment is not tied to specific deliverables. Payment under a three-way match is processed after matching the award (contract/order) with the invoice and evidence of receipt/acceptance entered into NBS. Generally, a three-way match will be used for contracts/orders that acquire supplies, where payment is tied to specific deliverables.]*

3. **Subparagraph f:** Use at the Contracting Officer's discretion when the Contract Title is not clearly identified on the face page of the Contract.
4. **Subparagraph g:** Use at the Contracting Officer's discretion when Contract Line Items are not clearly identified on the face page of the Contract.

For guidance on selecting the appropriate Invoice Matching Option, see [https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job\\_Aids/Acquisition/2 way 3 way match 8 20 07.doc](https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job_Aids/Acquisition/2_way_3_way_match_8_20_07.doc) )\*\*\*\*

In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:

- a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is \_\_\_\_\_ .
- b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor

has neither a TIN, DUNS, or VIN, contact the Contracting Officer. Note: The Contractor shall not include TIN if it is a Social Security Number.

- c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in theSAM.gov. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.
- d. Invoice Matching Option. This contract requires a [two-way/three-way] match.
- e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.
- f. The Contract Title is:
  
- g. Contract Line Items as follows:

Line Item #	Line Item Description

\*\*\*\*(NCI OA Only: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.

**ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:**

5. **Subparagraph d:** Select appropriate payment method from the Drop Down List.

*[Note: Payment under a two-way match is processed after matching the award (contract/order) with the invoice. Generally, a two-way match will be used for contracts/orders that acquire services, where payment is not tied to specific deliverables. Payment under a three-way match is processed after matching the award (contract/order) with the invoice and evidence of receipt/acceptance entered into NBS. Generally, a three-way match will be used for contracts/orders that acquire supplies, where payment is tied to specific deliverables.]*

6. **Subparagraph f :** Use at the Contracting Officer's discretion when the Contract Title is not clearly identified on the face page of the Contract.
7. **Subparagraph g :** Use at the Contracting Officer's discretion when Contract Line Items are not clearly identified on the face page of the Contract.

For guidance on selecting the appropriate Invoice Matching Option, see

[https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job Aids/Acquisition/2 way 3 way match 8 20 07.doc](https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job_Aids/Acquisition/2_way_3_way_match_8_20_07.doc).)\*\*\*\*

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:

- g. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is National Cancer Institute.
- h. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer. Note: The Contractor shall not include TIN if it is a Social Security Number.
- i. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the SAM.gov. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[ Note: A VIN is*

*assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.] If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.*

- j. Invoice Matching Option. This contract requires a [two-way/three-way] match.
- k. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.
- l. The Contract Title is:
- g. Contract Line Items as follows:

Line Item #	Line Item Description

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\*\*\*\*(USE BELOW IN ALL RFPs AND CONTRACTS.  
**ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:**  
1. **For R&D contracts** : Select phone number ending **6452** from the drop down box.  
2. **For Non R&D contracts** : Select phone number ending **6088** from the drop down box.) \*\*\*\*

- b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) [496-6452/496-6088] .

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\*\*\*\* (FOR NLM USE: INCLUDE THE FOLLOWING SUBPARAGRAPH (3) WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) \*\*\*\*

- c. Invoice Payment -- NTIS Processed Invoices

Invoices/Financing Requests shall refer to the Interagency Agreement No. \_\_\_\_\_ between NLM and NTIS. NLM will verify each invoice/financing request and forward it to NTIS which will be responsible for paying the Contractor based on the verified invoice submitted to NTIS by NLM. Inquiries regarding payment of invoices by NTIS should be directed to the Contracting Officer's Representative.

Payments under this contract will be due on the **twenty-ninth** calendar day ( **thirtieth** calendar day for a completion or final invoice) after the Contracting Officer approves the invoice for payment.

For purposes of determining the due date for payment, and for no other purpose, approval by the Contracting Officer will be deemed to occur on the **sixteenth** calendar day ( **thirtieth** calendar day for completion or final invoice) after the later of:

- a. The date of actual receipt of a proper invoice, or
- b. The date the supplies, services, technical or other reports are accepted by the Government.

If the supplies, services, technical or other reports are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) above will apply to the new delivery of replacement supplies and resubmission of a proper invoice.

The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System will be considered to be the date payment is made.

Invoices shall not be submitted more frequently than once per month.

**138**

\*\*\*\* (THE FOLLOWING CERTIFICATION IS OPTIONAL FOR USE AT THE CONTRACTING OFFICER'S DISCRETION EXCEPT FOR NCI OA (See below). NOTE: Fixed-Price Completion contracts do NOT apply here, however, Fixed-Price Level of Effort or Time & Material contracts are to be included when using this item.

**FOR NCI OA: THE FOLLOWING IS MANDATORY FOR ALL EXTRAMURAL R&D CONTRACTS THAT REQUIRED THE SUBMISSION OF COST AND PRICING DATA.) \*\*\*\***

- d. The Contractor shall include the following certification on every invoice for reimbursable costs incurred with Fiscal Year funds subject to HHSAR Clause 352.231-70, Salary Rate Limitation in SECTION I of this contract. For billing purposes, certified invoices are required for the billing period during which the applicable Fiscal Year funds were initially charged through the final billing period utilizing the applicable Fiscal Year funds:  
"I hereby certify that the salaries charged in this invoice are in compliance with HHSAR Clause 352.231-70, Salary Rate Limitation in SECTION I of the above referenced contract."

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\*\*\*\*(USE BELOW FOR FIXED-PRICE SOLICITATIONS AND CONTRACTS.)\*\*\*\*

## ARTICLE G.8. INVOICE SUBMISSION

140

\*\*\*\*(USE BELOW, WHEN THE NIH(RC)-2 WILL BE REQUIRED.)\*\*\*\*

- a. Invoice Instructions for NIH Fixed-Price Type Contracts, NIH(RC)-2, are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

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\*\*\*\*(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS (EXCEPT for NCI OA).

### ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

8. **Subparagraph a:** Insert the name of the applicable Office of Acquisition.
9. **Subparagraph d:** Select appropriate payment method from the Drop Down List.  
*[Note: Payment under a two-way match is processed after matching the award (contract/order) with the invoice. Generally, a two-way match will be used for contracts/orders that acquire services, where payment is not tied to specific deliverables. Payment under a three-way match is processed after matching the award (contract/order) with the invoice and evidence of receipt/acceptance entered into NBS. Generally, a three-way match will be used for contracts/orders that acquire supplies, where payment is tied to specific deliverables.]*
10. **Subparagraph f:** Use at the Contracting Officer's discretion when the Contract Title is not clearly identified on the face page of the Contract.
11. **Subparagraph g:** Use at the Contracting Officer's discretion when Contract Line Items are not clearly identified on the face page of the Contract.

For guidance on selecting the appropriate Invoice Matching Option, see [https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job\\_Aids/Acquisition/2\\_way\\_3\\_way\\_match\\_8\\_20\\_07.doc](https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job_Aids/Acquisition/2_way_3_way_match_8_20_07.doc) )\*\*\*\*

3. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:
  - a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is \_\_\_\_\_.
  - b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any*

*existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer. Note: The Contractor shall not include TIN if it is a Social Security Number.

- c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the SAM.gov. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.
- d. Invoice Matching Option. This contract requires a [two-way/three-way] match.
- e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.
- f. The Contract Title is:
- g. Contract Line Items as follows:

Line Item #	Line Item Description

\*\*\*\*(NCI OA Only: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.

**ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:**

1. **Subparagraph d:** Select appropriate payment method from the Drop Down List.

*[Note: Payment under a two-way match is processed after matching the award (contract/order) with the invoice. Generally, a two-way match will be used for contracts/orders that acquire services, where payment is not tied to specific deliverables. Payment under a three-way match is processed after matching the award (contract/order) with the invoice and evidence of receipt/acceptance entered into NBS. Generally, a three-way match will be used for contracts/orders that acquire supplies, where payment is tied to specific deliverables.]*

2. **Subparagraph f :** Use at the Contracting Officer's discretion when the Contract Title is not clearly identified on the face page of the Contract.
3. **Subparagraph g :** Use at the Contracting Officer's discretion when Contract Line Items are not clearly identified on the face page of the Contract.

For guidance on selecting the appropriate Invoice Matching Option, see

[https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job Aids/Acquisition/2 way 3 way match 8 20 07.doc](https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job_Aids/Acquisition/2_way_3_way_match_8_20_07.doc).)\*\*\*\*

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:
  - a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is National Cancer Institute .
  - b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.
  - c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[ Note: A VIN is assigned to new contracts awarded on or*

after June 4, 2007, and any existing contract modified to include the VIN number.] If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

- d. Invoice Matching Option. This contract requires a [two-way/three-way] match.
- e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.
- f. The Contract Title is:
  
- g. Contract Line Items as follows:

Line Item #	Line Item Description

**143**

\*\*\*\*(USE BELOW IN ALL RFPs AND CONTRACTS.  
**ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:**  
1. **For R&D contracts** : Select phone number ending **6452** from the drop down box.  
2. **For Non R&D contracts** : Select phone number ending **6088** from the drop down box.) \*\*\*\*

- b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) [496-6452/496-6088] .

**144**

\*\*\*\* (FOR NLM USE: INCLUDE THE FOLLOWING SUBPARAGRAPH (3) WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) \*\*\*\*

- c. Invoice Payment -- NTIS Processed Invoices

Invoices/Financing Requests shall refer to the Interagency Agreement No. \_\_\_\_\_ between NLM and NTIS. NLM will verify each invoice/financing request and forward it to NTIS which will be responsible for paying the Contractor based on the

verified invoice submitted to NTIS by NLM. Inquiries regarding payment of invoices by NTIS should be directed to the Contracting Officer's Representative.  
Payments under this contract will be due on the **twenty-ninth** calendar day ( **thirtieth** calendar day for a completion or final invoice) after the Contracting Officer approves the invoice for payment.

For purposes of determining the due date for payment, and for no other purpose, approval by the Contracting Officer will be deemed to occur on the **sixteenth** calendar day ( **thirtieth** calendar day for completion or final invoice) after the later of:

- a. The date of actual receipt of a proper invoice, or
- b. The date the supplies, services, technical or other reports are accepted by the Government.

If the supplies, services, technical or other reports are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) above will apply to the new delivery of replacement supplies and resubmission of a proper invoice.

The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System will be considered to be the date payment is made.

Invoices shall not be submitted more frequently than once per month.

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\*\*\*\* (THE FOLLOWING CERTIFICATION IS OPTIONAL FOR USE AT THE CONTRACTING OFFICER'S DISCRETION EXCEPT FOR NCI OA (See below). NOTE: Fixed-Price Completion contracts do NOT apply here, however, Fixed-Price Level of Effort or Time & Material contracts are to be included when using this item.

**FOR NCI OA: THE FOLLOWING IS MANDATORY FOR ALL EXTRAMURAL R&D CONTRACTS THAT REQUIRED THE SUBMISSION OF COST AND PRICING DATA.) \*\*\*\***

- d. The Contractor shall include the following certification on every invoice for reimbursable costs incurred with Fiscal Year funds subject to HHSAR Clause 352.231-70, Salary Rate Limitation in SECTION I of this contract. For billing purposes, certified invoices are required for the billing period during which the applicable Fiscal Year funds were initially charged through the final billing period utilizing the applicable Fiscal Year funds:  
"I hereby certify that the salaries charged in this invoice are in compliance with HHSAR Clause 352.231-70, Salary Rate Limitation in SECTION I of the above referenced contract."

\*\*\*\*(USE BELOW IN ANY COST-REIMBURSEMENT CONTRACT WHERE THE CONTRACTING OFFICER REQUIRES AN ADDITIONAL LEVEL OF DETAIL NOT PROVIDED IN THE INVOICE, e.g. when the RC-1 invoice is used instead of the RC-4. DO NOT USE THIS ARTICLE WITH NIH(RC)-4 OR WHEN SUBMISSION OF FINANCIAL/PERSONNEL REPORTING WILL BE REQUIRED AS AN ADVANCE UNDERSTANDING IN SECTION B SINCE BOTH SATISFY THE REQUIREMENT FOR FINANCIAL REPORTING. **Note:** See NIH Manual Chapter 6342-70, Item F. for more information about when financial reporting, in addition to invoice submission, is required .)\*\*\*\*

#### ARTICLE G.9. CONTRACT FINANCIAL REPORT

- a. Financial reports on the attached Form NIH 2706, Financial Report of Individual Project/Contract, shall be submitted by the Contractor in accordance with the Instructions for Completing Form NIH 2706, which accompany the form, in an original and two copies, not later than the 30th working day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are listed in paragraph e., below. Subsequent changes and/or additions in the line entries shall be made in writing.
- b. Unless otherwise stated in that part of the Instructions for Completing Form NIH 2706, entitled " **PREPARATION INSTRUCTIONS** ," all columns A through J, shall be completed for each report submitted.
- c. The first financial report shall cover the period consisting of the first full [Calendar Month/Three Calendar Months] following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a [Monthly/Quarterly] basis.
- d. The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.
- e. The following is a listing of expenditure categories to be reported:

Expenditure Category A	Percentage of Effort/Hours
(1) Direct Labor	
(a) Principal Investigator	
(b) Co-Principal Investigator	
(c) Key Personnel	
(i)	
(ii)	
(iii)	
(2) Other Professional Personnel	
(3) Personnel - Other	
(4) Fringe Benefits	

<b>Expenditure Category A</b>	<b>Percentage of Effort/Hours</b>
(5) Accountable Personal Property	
(6) Materials/Supplies	
(7) Patient Care Costs	
(8) Travel	
(9) Consultant Costs	
(10) Premium Pay	
(11) Computer Costs	
(12) Subcontract Costs	
(13) Other Direct Costs	
(14) Indirect Costs	
(15) G&A Expense	
(16) Total Cost	
(17) Fee	
(18) Total Cost Plus Fixed Fee	

- f. The Government may unilaterally revise the NIH 2706 to reflect the allotment of additional funds.

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\*\*\*\*(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)\*\*\*\*

**ARTICLE G.10. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (Dec 2013)**

- a. Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- b. The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.
- c. Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

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\*\*\*\*(USE BELOW IN COST-REIMBURSEMENT SOLICITATIONS AND CONTRACTS TO BE AWARDED TO PROFIT MAKING ORGANIZATIONS.

**ADDITIONAL INSTRUCTIONS FOR COMPLETING THIS ARTICLE:**

- Substitute the Name & Address of the cognizant audit agency, below, if it is NOT DFAS.)\*\*\*\*

**ARTICLE G.11. INDIRECT COST RATES**

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 (d)(2), Allowable Cost and Payment incorporated by reference in this contract in PART II, SECTION I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Financial Advisory Services  
Office of Acquisition Management and Policy  
National Institutes of Health  
6011 EXECUTIVE BLVD, ROOM 549C, MSC-7663  
BETHESDA MD 20892-7663

These rates are hereby incorporated without further action of the Contracting Officer.

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\*\*\*\*(USE BELOW AS DEEMED APPROPRIATE AND NECESSARY BY THE CONTRACTING OFFICER.)\*\*\*\*

**ARTICLE G.12. GOVERNMENT PROPERTY**

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the HHS Publication, entitled, "HHS Contracting Guide for Contract of Government Property," which can be found at:

[http://oamp.od.nih.gov/sites/default/files/appendix\\_q\\_hhs\\_contracting\\_guide.pdf](http://oamp.od.nih.gov/sites/default/files/appendix_q_hhs_contracting_guide.pdf) .

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\*\*\*\*(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT WILL INVOLVE CONTRACTOR STAFF WORKING AT A GOVERNMENT SITE OR INSTALLATION AND USING GOVERNMENT PROPERTY.)\*\*\*\*

**ARTICLE G.13. ON-SITE CONTRACTOR ACCESS TO GOVERNMENT PROPERTY**

The Contractor shall be held responsible for Government Property, regardless of dollar value, when:

- The contract requires contractor personnel to be located on a Government site or installation;
- The property utilized by contractor personnel is incidental to the place of performance; and,
- The property used by the contractor remains accountable to the Government  
**Responsibility** includes physical presence, proper use and handling, normal maintenance, and reporting loss, damage or destruction.

Responsibility for government property shared by two or more contractors or located in space shared by two or more contractors, shall be determined and documented by the contractors involved. In cases where the parties cannot reach agreement on shared responsibility, the matter will be referred to the NIH Property Officer for resolution.

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\*\*\*\*(EXCEPT AS NOTED BELOW, INCLUDE THE FOLLOWING ARTICLE IN: 1) ALL SOLICITATIONS AND CONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD; 2) ORDERS, OVER THE SIMPLIFIED ACQUISITION THRESHOLD, PLACED AGAINST FEDERAL SUPPLY SCHEDULES, AND; 3) OTHER AGENCY CONTRACTS, SUCH AS GWACs AND MACs.

- **FOR CONSTRUCTION CONTRACTS:** INCLUDE IN SOLICITATIONS AND CONTRACTS OF \$650,000 OR MORE. USE OF THIS ARTICLE IN CONSTRUCTION SOLICITATIONS AND CONTRACTS BELOW \$650,000 IS OPTIONAL.
- **FOR ARCHITECT-ENGINEER SERVICES:** INCLUDE IN SOLICITATIONS AND CONTRACTS OF \$30,000 OR MORE. USE OF THIS ARTICLE IN A&E SOLICITATIONS AND CONTRACTS BELOW \$30,000 IS OPTIONAL.

*Note: COs shall not evaluate performance for contracts awarded under FAR Subpart 8.7., Acquisition from Nonprofit Agencies Employing People Who Are Blind or Severely Disabled. For additional information regarding preparation past performance evaluations, see FAR 42.1502 .*

**ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:**

- **Subparagraph a:**
  - **Contracts or Orders with a Period of Performance (Including Options) exceeding one year** - An Interim evaluation must be conducted at least at 12-month intervals after award. Insert dates as required.
  - **Contracts or Orders with a Period of Performance of one year or less** - The Contracting Officer may determine that Interim evaluations are not required. In this case, both paragraphs in subparagraph a. need to be modified to remove the requirement for Interim evaluations.)\*\*\*\*

**ARTICLE G.14. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

a. Contractor Performance Evaluations

Interim and Final evaluations of Contractor performance will be prepared on this

contract in accordance with FAR Subpart 42.15. The Final performance evaluation will be prepared at the time of completion of work. In addition to the Final evaluation, Interim evaluation(s) will be prepared Annually as follows on \_\_\_\_\_ [Insert Dates].

Interim and Final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors may access evaluations through a secure Web site for review and comment at the following address:

<http://www.cpars.gov>