

**INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORTING INSTRUCTIONS
FOR NIH COST-REIMBURSEMENT CONTRACTS, NIH(RC)-4**

Format: Submit payment requests on the Contractor's self-generated form in the manner and format prescribed herein and as illustrated in the Sample Invoice/Financing Request. Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, may be used in lieu of the Contractor's self-generated form provided it contains all of the information shown on the Sample Invoice/Financing Request. DO NOT include a cover letter with the payment request.

Number of Copies: Submit payment requests in the quantity specified in the Invoice Submission Instructions in Section G of the Contract Schedule.

Cost Incurrence Period: Costs incurred must be within the contract performance period or covered by precontract cost provisions.

Billing of Costs Incurred: If billed costs include (1) costs of a prior billing period, but not previously billed, or (2) costs incurred during the contract period and claimed after the contract period has expired, the Contractor shall cite the amount(s) and month(s) in which the costs were incurred.

Contractor's Fiscal Year: Prepare payment requests in such a manner that the Government can identify costs claimed with the Contractor's fiscal year.

Currency: All NIH contracts are expressed in United States dollars. When the Government pays in a currency other than United States dollars, billings shall be expressed, and payment by the Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the Contractor. Notwithstanding the above, the total of all invoices paid under this contract shall not exceed the United States dollars authorized.

Costs Requiring Advance Approval: Costs requiring advance approval by the Contracting Officer, which are not set forth in the Contract Schedule shall be identified by the Contracting Officer's Authorization (COA) Number as a separate expenditure category on the payment request. In addition, the Contractor shall show any cost limitation or ceiling set forth in the Contract Schedule, i.e., an Advance Understanding, as a separate expenditure category on the payment request.

Invoice/Financing Request Identification, Frequency and Timeliness: The contractor must Identify each payment as either:

- (a) **Interim Invoice/Contract Financing Request:** These are interim payment requests submitted during the contract performance period.
 - i. **Frequency:** Payment requests must not be submitted more frequently than once every two weeks in accordance with the Allowable Cost and Payment Clause incorporated into this contract. Small business concerns may submit invoices/financing requests more frequently than every two weeks. At a minimum, the payment requests must be submitted on a monthly basis.
 - ii. **Timeliness:** Invoices must be submitted NLT 30 days following the period for which the services are being billed.
- (b) **Completion Invoice:** A completion invoice must be submitted after the completion of the base period of performance, as well as after the completion of each Option period of performance, as

set forth in Section F of the contract. The Contractor must submit the completion invoice when all costs have been assigned to the contract and all performance has been completed for the period of performance.

Timeliness: The completion invoice shall be considered timely when submitted within six (6) months of the completion date for that period of performance, or within 120 days after settlement of the final indirect cost rates covering that period of performance (whichever date is later).

- (c) **Final Invoice:** A final invoice may be required after the amounts owed have been settled between the Government and the Contractor (e.g., resolution of all suspensions and audit exceptions).

Timeliness: The final invoice shall be considered timely when submitted no later than 30 days after the effective date of the contract settlement.

The contractor's failure to submit timely invoice(s) to the Government, as defined in paragraphs (a) – (c) above, waives the contractor's rights to receive payment pursuant to this contract. In the event of the contractor's failure to submit timely invoice(s), the Government is not obligated to make such payment, and the Contracting Officer shall have the authority to unilaterally deobligate the funds in accordance with the requirements at: 31 U.S.C. 1552(a) and downwardly adjust the total amount of the award by the amount of the deobligation. The contractor shall be given an opportunity to request the excusal of a late invoice from the Contracting Officer. If excused, the Contracting Officer will respond in writing, to confirm that the contractor's right to receive payment has not been waived.

Preparation and Itemization of the Invoice/Financing Request:

The Contractor shall furnish the information set forth in the instructions below. The instructions are keyed to the entries on the Sample Invoice/Financing Request. ***All information must be legible, or the invoice will be considered improper and returned to the Contractor.***

- (a) **Designated Billing Office Name and Address:** Enter the designated billing office name and address, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (b) **Contractor's Name, Address, Point of Contact, TIN, and Unique Entity Identifier (UEI):** Show the Contractor's name and address exactly as they appear in the contract. Any invoice identified as improper will be sent to this address. Also include the name, title, phone number, and e-mail address of the Point of Contact in case of questions. If the remittance name differs from the legal business name, both names must appear on the invoice. Provide the Contractor's Federal Taxpayer Identification Number (TIN) and Unique Entity Identifier or (UEI). The UEI must identify the Contractor's name and address exactly as stated in the contract, and as registered in the System for Award Management (SAM) database.

When an approved assignment of claims has been executed, the Contractor shall provide the same information for the assignee as is required for the Contractor (i.e., name, address, point of contact, TIN, and UEI), with the remittance information clearly identified as such.

- (c) **Invoice/Financing Request Number:** Identify each payment request by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization. For example, if a Contractor has already submitted invoice number 05 on

one of its contracts or orders, it cannot use that same invoice number on any other contract or order. Payment requests with duplicate invoice numbers will be considered improper and returned to the Contractor.

The NIH does not prescribe a particular numbering format but suggests using a job or account number for each contract and order followed by a sequential invoice number (example: 8675309-05). Invoice numbers are limited to 30 characters. There are no restrictions on the use of special characters, such as colons, dashes, forward slashes, or parentheses.

If an invoice is suspended and the Contractor chooses to reclaim those costs on a supplemental invoice, the Contractor may use the same unique invoice number followed by an alpha character, such as "R" for revised (example: 8675309-05R).

- (d) **Date Invoice/Financing Request Prepared:** Insert the date the payment request is prepared.
- (e) **Contract Number and Order Number (if applicable):** Insert the contract number and order number (as applicable).
- (f) **Contract Title:** Insert the contract title exactly as it appears on the cover page of the contract and/or Section G of the Contract Schedule.
- (g) **Current Contract Period of Performance:** Insert the contract start date/effective date through the current completion date of the contract.
- (h) **Total Estimated Cost of Contract/Order:** Insert the total estimated cost of the contract, exclusive of fee. If billing under an order, insert the total estimated cost of the order, exclusive of fee. For contracts/orders with options or incremental funding provisions, enter the amount currently obligated and available for payment.
- (i) **Total Fixed-Fee:** Insert the total fixed-fee (where applicable). For contracts/orders with options or incremental funding provisions, enter the amount currently obligated and available for payment (where applicable). **Note:** *If the contract provides for another type of Fee, i.e., Award or Incentive Fee, insert the amount available to be earned as identified in the contract and indicate the type of fee to be billed on the payment request.*
- (j) **Two-Way/Three-Way Match:** Identify whether payment is to be made using a two-way or three-way match. To determine required payment method, refer to the Invoice Submission Instructions in Section G of the Contract Schedule.
- (k) **Office of Acquisitions:** Insert the name of the Office of Acquisitions, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (l) **Central Point of Distribution:** Insert the Central Point of Distribution, as identified in the Invoice Submission Instructions in Section G of the Contract Schedule.
- (m) **Billing Period:** Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (n) **Amount Billed - Current Period:** Insert the amount claimed for the current billing period by major cost element, including any adjustments and fee. If the Contract Schedule contains separately priced line items, identify the contract line item(s) on the payment request and include a separate breakdown (by major cost element) for each line item.

(o) **Amount Billed - Cumulative:** Insert the cumulative amounts claimed by major cost element, including any adjustments and fee. If the Contract Schedule contains separately priced line items, identify the contract line item(s) on the payment request and include a separate breakdown (by major cost element) for each line item.

(p) **Direct Costs:** Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.

1) **Direct Labor:** Include salaries and wages paid (or accrued) for direct performance of the contract.

For Level of Effort contracts only, the Contractor shall provide the following information on a separate page attached to the payment request:

- hours or percentage of effort and cost by labor category (as specified in the Level of Effort Article in Section F of the Contract Schedule) for the current billing period, and
- hours or percentage of effort and cost by labor category from contract inception through the current billing period. (NOTE: The Contracting Officer may require the Contractor to provide additional breakdown for direct labor, such as position title, employee name, and salary or hourly rate.)

2) **Fringe Benefits:** List any fringe benefits applicable to direct labor and billed as a direct cost. Cite the rate(s) used to calculate fringe benefit costs, if applicable.

3) **Accountable Personal Property:** Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more, with a life expectancy of more than two years, and sensitive property regardless of cost (see the HHS *Contractor's Guide for Contract of Government Property*). Show permanent research equipment separate from general purpose equipment.

On a separate sheet of paper attached to the payment request, list each item for which reimbursement is requested. Precede the item with an asterisk (*) if the equipment is below the \$1,000 approval level. Include reference to the following (as applicable):

- item number for the specific piece of equipment listed in the Property Schedule, and,
- Contracting Officer Authorization (COA) number, if the equipment is not covered by the Property Schedule.

The Contracting Officer may require the Contractor to provide further itemization of property having specific limitations set forth in the contract.

4) **Materials and Supplies:** Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.

5) **Premium Pay:** List remuneration in excess of the basic hourly rate.

6) **Consultant Fee:** List fees paid to consultants. Identify consultant(s) by name or category as set forth in the contract or COA, as well as the effort (i.e., number of hours, days, etc.) and rate billed.

7) **Travel:** Include domestic and foreign travel. Foreign travel is travel outside of the United States and its territories and possessions. However, for an organization located outside the United

States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.

8) **Subcontract Costs:** List of subcontractor(s) by name and amount billed.

9) **Other:** List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.

(q) **Cost of Money (COM):** Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.

(r) **Indirect Costs:** Identify the indirect cost base (IDC), indirect cost rate, and amount billed for each indirect cost category.

(s) **Fixed-Fee:** Cite the formula or method of computation for fixed-fee, if applicable. The fixed-fee must be claimed as provided for by the contract. **Note:** *If the contract provides for another type of Fee, i.e. Award or Incentive Fee, provide the same documentation for the amount claimed.*

(t) **Total Amounts Claimed:** Insert the total amounts claimed for the current and cumulative periods.

(u) **Adjustments:** Include amounts conceded by the Contractor, outstanding suspensions, and/or disapprovals subject to appeal.

(v) **Grand Totals**

(w) **Certification:** The Contractor shall include the following certification at the bottom of each payment request:

“Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.”

Note: *The contract may require additional certifications (See Invoice Submission Instructions in Section G of the Contract Schedule)*

The Contracting Officer may require the Contractor to submit detailed support for costs claimed on one or more interim payment requests.

FINANCIAL REPORTING INSTRUCTIONS:

These instructions correspond to the Columns on the Sample Invoice/Financing Request.

Column A - Expenditure Category: Enter the expenditure categories required by the contract.

Column B - Cumulative Percentage of Effort/Hrs. - Negotiated: Enter the percentage of effort or number of hours agreed to for each employee or labor category listed in Column A.

Column C - Cumulative Percentage of Effort/Hrs. - Actual: Enter the percentage of effort or number of hours worked by each employee or labor category listed in Column A.

Column D - Amount Billed - Current: Enter amounts billed during the current period.

Column E - Amount Billed - Cumulative: Enter the cumulative amounts to date.

Column F - Cost at Completion: Enter data only when the Contractor estimates that a particular expenditure category will vary from the amount negotiated. Realistic estimates are essential.

Column G - Contract Amount: Enter the costs agreed to for all expenditure categories listed in Column A.

Column H - Variance (Over or Under): Show the difference between the estimated costs at completion (Column F) and negotiated costs (Column G) when entries have been made in Column F. This column need not be filled in when Column F is blank. When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column F by Column G, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission **shall not** be deemed as notice under the Limitation of Cost Clause in the contract.

Modifications: List all new modification(s) (not previously reported) in the amount negotiated for an item in the appropriate cost category.

Expenditures Not Negotiated: An expenditure for an item for which no amount was negotiated (e.g., at the discretion of the Contractor in performance of its contract) should be listed in the appropriate cost category and all columns filled in, except for G. Column H will of course show a 100 percent variance and will be explained along with those identified under H above.

SAMPLE INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

(a) Designated Billing Office Name and Address: National Institutes of Health (NIH) Office of Financial Management (OFM) E-mail: See Section G (b) Contractor's Name, Address, Point of Contact, TIN, and DUNS or DUNS+4 Number: ABC CORPORATION 100 Main Street Anywhere, U.S.A. Zip+4 Name, Title, Phone Number, and E-mail Address of Contractor's Point of Contact. UEI: _____ TIN: _____	(c) Invoice/Financing Request No.: _____ (d) Date Invoice/Financing Request Prepared: _____ (e) Contract No. and Order No. (if applicable): _____ (f) Contract Title: _____ (g) Current Contract Period of Performance: _____ (h) Total Estimated Cost of Contract/Order: _____ (i) Total Fixed Fee (if applicable): _____ (j) Two-Way Match: _____ Three-Way Match: _____ (k) Office of Acquisitions: _____ (l) Central Point of Distribution: _____
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(m) This invoice/financing request represents reimbursable costs for the period from _____ to _____.

Expenditure Category*	Cumulative % of Effort/Hrs.		Amount Billed		Cost at Comp F	Contract Value G	Variance H
	Neg. B	Actual C	(n) Current D	(o) Cum E			
(p) Direct Costs:							
(1) Direct Labor							
(2) Fringe Benefits __%							
(3) Accountable Property							
(4) Materials & Supplies							
(5) Premium Pay							
(6) Consultant Fees							
(7) Travel							
(8) Subcontracts							
(9) Other							
Total Direct Costs							
(q) Cost of Money ____%							
(r) Indirect Costs ____%							
(s) Fixed Fee ____%							
(t) Total Amount Claimed							
(u) Adjustments							

(v) Grand Totals							
"Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment."							
_____ (Name of Official)				_____ (Title)			
*Attach details as specified in the contract or requested by the Contracting Officer							