



January 30, 2013

ATTN: CIO-SP3 and CIO-SP3 Small Business Contract Holders

Subject: Directive Regarding **Articles G.5 and G.8**

Dear Contract Holder:

Please note below, revised **Article G.5 Contractor Internet Presence** and **Article G.8 NIH Contract Access Fee and Fee Remittance** under the CIO-SP3 and CIO-SP3 Small Business conformed contracts. The revisions are highlighted in yellow. Please ensure compliance accordingly.

(The revisions will be included in the next contract modification at a future date to be determined by NITAAC.)

Article G.5 Contractor Internet Presence

Within 30 days after contract award, the contractor shall have developed a publicly available webpage, accessible via the Internet. The contractor shall provide the direct Uniform Resource Locator (URL) for the webpage to be displayed on the NITAAC website, and shall maintain this webpage until administrative close-out of the contract and any task orders issued under the contract, ensuring that the information displayed remains current.

The purpose of the webpage is for the contractor to communicate with potential customers regarding the contractor's ability to provide world-class professional support services under the contract. At a minimum, this webpage must include the following items: the awarded GWAC, **latest conformed contract**, the loaded labor rates for each contract year of both Government and Contractor site, prompt payment terms, contact information for the contractor's Program Manager (as listed on the NITAAC website), a hyperlink to the NITAAC CIO-SP3 Small Business website, and the NITAAC and NITAAC CIO-SP3 Small Business logos. This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, Section 1194.22, Web-based Intranet and Internet Information and Applications. The contractor's website shall be available for use 24 hours per day, 7 days per week. The contractor is responsible for promptly notifying NITAAC Customer Support of any changes to the URL.

Article G.8 NIH Contract Access Fee and Fee Remittance

- a. The NIH Contract Access Fee (NCAF) is a required NIH fee that is fixed at $\frac{3}{4}$ of one percent (i.e., 0.0075) to reimburse the cost of operating and administering the CIO-SP3 Small Business contract. This fee shall never to be treated as a negotiable element between the contractor and ordering agency. The NCAF is charged against all task orders and applied to the total award value for contractor performance. Total award value is all inclusive of labor, fees (including award fees and incentive pools), and ODCs (including travel).

The formula is: Total NCAF = Total Award Value * NCAF Percentage.

The total NCAF collected per task order may be capped at a set amount to be determined by the NITAAC Program Office. For more information on this cap, please see the NITAAC website (<http://nitaac.nih.gov/nitaac/>).

- b. The contractor shall include the NCAF as a separate Contract Line Item Number (CLIN) in all contractor proposals to the government, regardless of pricing arrangements used.

- c. The contractor shall be responsible for reimbursing NCAF to NIH. It is ultimately the contractor responsibility to ensure that any task order award or modification issued contains the necessary NCAF, that the NCAF is properly calculated, and that NCAF is paid in full by the NCAF payment due date.
- d. Contractors shall invoice the government for full NCAF amount based on obligated amounts, either by funded award or funded modification, on the first invoice after receipt of the funded award or modification document. **NCAF is not subject to downward adjustment.**
- e. Payments will be due to NIH/NITAAC ten (10) business days after contractor receipt of payment from the government.
- f. The contractor shall utilize the Department of Treasury's secure government-wide collection portal Pay.gov at <https://www.pay.gov/paygov/>, for payment of the NCAF to NIH/NITAAC. Contractors shall contact their financial institution/bank to establish an account authorizing Automated Clearing House (ACH) Direct Debit payments to Pay.gov.
- g. Failure to remit the NCAF in a timely manner will constitute a Basic Contract debt to the United States Government under FAR 32.6.
- h. NIH reserves the unilateral right to adjust the NCAF should it experience a major change in the cost of operating its GWAC Program.

Should you have any questions regarding this matter, please contact the NITAAC Support Center at NITAACsupport@nih.gov or 1.888.773.6542.

Regards,

Edward Wilgus
Contracting Officer

