

# Fixed Price -- Progress Payment requiring a Standard Form 1443 Invoicing Instructions

Dear Supplier:.

In order for JPL to manage and process your organization's invoice in a timely manner, you must submit invoices that meet the requirements for a **MONTHLY INVOICE** and **FINAL INVOICE** as outlined below.

Submit one invoice per email with any required backup documents in PDF format to:

subcontract.invoices@jpl.nasa.gov

### MONTHLY INVOICE (SEE SAMPLE INVOICE # 1 BELOW)

- 1. Invoice date
- JPL subcontract number 2.
- 3. Total subcontract value
- 4. Invoice number
- 5. Billing period for current charges
- 6. Remittance address
- Invoice description (brief description of type of work performed) 7.
- 8. Total amount due

10.

- 8a. Portion of labor costs, software licenses, rental of real or tangible property performed/used solely in California or in the United States if foreign entity, to be taxed. Refer to Note E. for details
- 9. Cumulative amount billed to date
  - Certification wording, authorized signature, printed name, email, and phone number "I hereby certify that the above invoice is correct and just, that payment therefore has not been received, and that the invoice is presented with the knowledge that the amount paid hereunder will become the basis of a claim against the United States Government."

Authorized Signature

Name (Please Print)

Email

Phone Number/Extension

#### 11. **Completed Standard Form 1443**

12. Numbered pages



## FINAL INVOICE (SEE SAMPLE INVOICE #2 BELOW)

- **1.** Invoice date
- **2.** JPL subcontract number
- **3.** Total subcontract value
- **4.** Invoice number
- **5.** Billing period for current charges
- **6.** Remittance address
- **7.** Marked "FINAL INVOICE"
- **8.** Total fixed price amount
- **9.** Less previous amount billed
- **10.** Total amount due
- Portion of labor costs, software licenses, rental of real or tangible property performed/used solely in California or in the United States if foreign entity, to be taxed. Refer to Note E. for details.
- **12 12**. Certification wording, authorized signature, printed name, email, and phone number
  - "I hereby certify that the above invoice is correct and just, that payment therefore has not been received, and that the invoice is presented with the knowledge that the amount paid hereunder will become the basis of a claim against the United States Government."

Authorized Signature

Name (Please Print)

Email

Phone Number/Extension

**13**. Numbered pages

## Notes

- A. These instructions, which are made part of your subcontract by reference, are intended to provide guidance regarding submitting invoices to JPL so that we can process them for payment as quickly as possible. Regardless of these instructions, all JPL subcontractors remain solely responsible for compliance with the terms and conditions of their subcontracts and all applicable laws. To the extent of any inconsistency between these instructions and the corresponding subcontract, please refer to the Order of Precedence General Provision.
- B. The attached sample invoices are intended as an aid rather than as a restriction to a specific billing form. JPL will accept any format provided it contains the information required by your subcontract, including these instructions. Invoices must be prepared on commercial invoices (e.g. company's letterhead) and must include your completed Standard Form 1443. We will not accept Public Voucher SR # 1034 or only the Standard Form 1443.
- C. We take the following steps in an attempt to pay every invoice that complies with these instructions within 30 days of receipt at JPL Invoice Management Services (IMS):
  - 1. Once we receive your invoice, we review each invoice for the above requirements.
  - 2. If the invoice does not meet any of the requirements, we will contact you ASAP and may request a correction and/or resubmission.
  - 3. We then send your invoice to the JPL Contract Technical Manager (CTM) and Subcontract Manager (SM) for review and approval.
  - 4. Once we receive CTM and SM approval, we will process your invoice for payment.
- D. For faster payment, IMS recommends signing up for Direct Deposit. Please visit our website and download the Direct Deposit Authorization form.



E. **Notice of Potential Tax Withholding** – incorporated into your Subcontract as part of the General Provisions, JPL is legally obligated to withhold federal and/or state income taxes from certain contractor payments when required by law.

A state tax of 7% may be deducted from payments for the following: (1) labor for services, including customization of tangible goods, performed in California or (2) rental or lease of real or tangible property in California or (3) Royalties for software licenses used in California. Entities subject to this California Tax

Reporting and Withholding include: contractors, sole proprietors, corporations, LLC companies and partnerships that do not have a permanent place of business in California or are not registered to do business in California.

Payments made to non-U.S. resident alien contractors, sole proprietors, corporations etc. are subject of up to a 30% federal tax withholding for: (1) services, including customization of tangible goods, performed in the United States (2) rental or lease of real or tangible property in the United States or (3) Royalties for software licenses used in the United States. Non-U.S. resident individual sole proprietors may be exempt from federal tax withholding or entitled to a reduction in federal taxes withheld if they claim exemption under an existing tax treaty between their country of origin and the United States.



# FIXED PRICE with PROGRESS PAYMENT – MONTHLY INVOICE (SAMPLE INVOICE # 1)

The attached sample invoices are intended as an aid rather than as a restriction to a specific billing form. JPL will accept any format provided it contains the information required by the subcontract, including these instructions.

Billed To:	From:
Jet Propulsion Laboratory	ABC Company
Invoice Management Services	600 Main Street Corporate Office
Mail Stop 202-100	Anytown, OH 90000-9876
4800 Oak Grove Drive	
Pasadena, CA 91109	
Invoice Date: 7/1/2020	6. Remit To:
JPL Subcontract Number: 1234567	ABC Company
Total Subcontract Value: \$100,000.00	ABC Company Accounts Receivable
4. Invoice Number: 10-234-6 567 Any Street	
Billing Period: 6/1/2020 to 6/30/2020	Anytown, VT 12345-1234

7. Invoice Description	<b>8.</b> Total Amount Due
Progress Payment #1	\$ 25,000.00
<b>8a</b> . Portion of labor costs, software licenses, rental of real or tangible property performed/used solely in California or in the United States if foreign entity, to be taxed	\$500.00
9. Cumulative Amount Billed to Date	\$ 25,000.00



**10.** *"I hereby certify that the above invoice is correct and just, that payment therefore has not been received, and that the invoice is presented with the knowledge that the amount paid hereunder will become the basis of a claim against the United States Government."* 

Authorized Signature

Name (Please Print)

Email

Phone Number/Extension



SF 1443 - CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT										
IMPORTANT: This form is to be completed in accordance with instructions on reverse.										
			SECTION	I - IDENTI	FICATION INFORMA					
	ddress of Contracting	g Office			2. FROM: Name an	d Address	of Contractor (Inclu	ding Zip (	Code)	
Jet Propulsion Laboratory 4800 Oak Grove Drive Pasadena, CA 91109-8099		ABC Company ABC Company Billing 567 Any Street Anytown, VT 12345-1234								
						4. Contra	ct Number			
Paying Office					3. Small Business	A Basic	Contract	B. Tasl	Or Delivery Order Number	
Same					□ YES □ NO		1234567			
					5. Contract Price		\$ 100,000.00			
6. Ra	tes	7. Date of	Initial Award		8a. Progress Payme	ent Reques	t No.	8b. D	ate of This Request	
A. Prog Pymts	B. Liquidation	A. Year	B. Month							
90.0 %	90.0 %	2020	Ар	ril		1			7/1/2020	
	SECT	ION II - STATEMEN	T OF COSTS	S UNDER	THIS CONTRACT TH	ROUGH (	6/30/2008 (Da	ate)		
9. Reserved								\$		
10. Reserved									27,778.00	
11. Costs eligible	e for progress payme	ents under the progre	ess payment o	clause					27,778.00	
12. a. Total con	tract cost(s) incurred	d to date				\$	27,778.00			
b. Estimated complete	b. Estimated additional cost to c. Total estimated costs of									
13. Item 11 mult						25,000.20				
14. a. Financing	payments paid to s	ubcontractors				\$				
b. Liquidated	l financing payments	to subcontractors								
c. Unliquidat	ed financing paymer	nts paid to subcontra	ctors (Item 14	4a less 14	b)					
d. Subcontra	ct financing paymen	ts approved for curre	ent payment							
e. Eligible su	bcontractor financing	g payments <i>(Item 14</i>	c plus 14d)							
	amount <i>(Item 13 plus</i>	s 14e)							25,000.20	
	lied by item 6b					\$	90,000.00			
	m 15 or item 16								25,000.20	
		s payments request							0	
19. Maximum ba	lance eligible for pro	gress payments (Ite	;						25,000.20	
			PUTATION C	OF LIMITS	FOR OUTSTANDING		SS PAYMENTS			
a. Čosts in	of progress paymen cluded in Item 11, ap of Section II		livered, invoid	ced, and a	accepted to the data in	\$				
	ible for progress pay and accepted (Item		undelivered	items and	to delivered items not					
c. Item 20b multiplied by item 6a \$										
d. Eligible subcontractor financing payments (Same as item 14e)										
e. Limitation	(Item 20c plus 20d)									
	of progress payment t price of items delive		nvoiced as of	the date s	shown in the heading o	\$ of Section				
b. Contract p	orice of items not del	ivered, accepted and	l invoiced (Ite	em 5 less 2	21a)					
c. Item 21b r	nultiplied by Item 6b									
d. Unliquidat	ed advance paymen	ts plus accrued inter	est	V						
e. Limitation	(Item 21c less 21d)									
		payments (Lesser of	Item 20e or	21e)						
	t liquidated and to be					\$				
	progress payments	•								
•		payments (Item 22 le	ss 24)							
•		gress payment (Les	,	5 or 19)						
	roved by contracting									
	, contracting									



#### CERTIFICATION

I certify that: Date

(a) The above statement (with attachments) has been prepared from the books and records of the above-named contractor and the instructions hereon, and to the best of my knowledge and belief, that it is correct;

(b) All the costs of contract performance (except as herewith reported in writing) have been paid to the extent shown herein, or where not shown as paid have been paid or will be paid currently, when due, in the ordinary course of business;

(c) The work reflected above has been performed;

(d) The quantities and amounts involved are considered with the requirements of the contract;

(e) There are no encumbrances (except as reported in writing herewith, or on previous progress payment request number\_\_\_\_ \_) against the property acquired or produced for, and allocated or properly chargeable to the contract which would affect or impair the Government's title;

(f) There has been no materially adverse change in the financial condition of the contractor since the contractor's (insert 'as of date of financial information)

submission of its last financial information dated (insert date of prior submission/certification) to the Government in connection with the contract; (g) To the extent of any contract provision limiting progress payments pending first article approval, such provision has been completed with, and

(h) After the making of the requested progress payment the unliquidated progress payments will not exceed the maximum unliquidated progress payments between the transmission of the requested progress payment and the progress payment will not exceed the maximum unliquidated progress payments between the transmission of the requested progress payment and the progress payment will not exceed the maximum unliquidated progress payment will not exceed the maximum unliquidated progress payment between the transmission of the requested progress payment and the progress payment will not exceed the maximum unliquidated progress payment between the transmission of the progress payment and the progr contract.

Name and Title of Contractor Representative signing this form John Smith, Controller	Signature
Name and Title of contracting officer	Signature



#### INSTRUCTIONS

**GENERAL** - All dollar amounts must be shown in whole dollars, rounded using a consistent methodology (e.g., always round up, always round down, always round to the nearest dollar). All line items not included in the instructions below are self –explanatory.

SECTION I - IDENTIFICATION INFORMATION. Complete Items 1 through 8b in accordance with the following instructions.

Item 1. TO - Enter the name and address of the cognizant Contract Administration Office (the office administering the contract). PAYING OFFICE - Enter the designation of the paying office, as indicated on the contract.

Item 2. FROM - CONTRACTOR'S NAME AND ADDRESS/ZIP CODE - Enter the name and mailing address of the contractor. If applicable, the division of the company performing the contract should be entered immediately following the contractor's name.

Item 3. Enter an "X" in the appropriate block to indicate whether or not the contractor is a small business concern.

Item 4. Enter the contract number, including the task or delivery order number if applicable. Progress payment requests under individual orders shall be submitted as if the order constituted a separate contract, unless otherwise specified in this contract (FAR 52.232-16(m)).

Item 5. Enter the total contract price, in accordance with the following (See FAR 32-501-3):

(1) Under firm-fixed price contracts, the contract price is the current amount fixed by the contract plus the not-to-exceed amount for any unpriced modifications.

(2) If the contract is redeterminable or subject to economic price adjustment, the contract price is the initial price until modified.

(3) Under a fixed-price incentive contract, the contract price is the target price plus the not-to-exceed amount for any unpriced modifications. However, if the contractor's properly incurred costs exceed the target price, the contracting officer may provisionally increase the price up to the ceiling or maximum price.

(4) Under a letter contract, the contract price is the maximum amount obligated by the contract as modified.

(5) Under an unpriced order issued against a basic ordering agreement, the contract price is the maximum amount obligated by the order, as modified.

(6) Any portion of the contract specifically providing for reimbursement of costs only shall be excluded from the contract price.

Item 6A. PROGRESS PAYMENT RATES - Enter the 2-digit progress payment percentage rate shown in paragraph (a)(1) of the progress payment clause.

Item 6B. LIQUIDATED RATE - Enter the current progress payment liquidation rate prescribed in the contract (FAR 52.232-16(b)) using three digits – Example: show 80% as 800 – show 72.3% as 723. Decimals between tenths must be rounded up to the next highest tenth (not necessarily the nearest tenth), since rounding down would produce a rate below the minimum rate calculated (FAR 32.503-10(b)(4)).

Item 7. DATE OF INITIAL AWARD - Enter the four digit calendar year. Use two digits to indicate the month. Example: Show January 2005 as 2005/01.

Item 8A. PROGRESS PAYMENT REQUEST NUMBER - Enter the number assigned to this request. All requests under a single contract must be numbered consecutively, beginning with 1. Each subsequent request under the same contract must continue in sequence, using the same series of numbers without omission.

Item 8B. Enter the date of the request.

SECTION II – STATEMENT OF COSTS UNDER THIS CONTRACT. Date. In the space provided in the heading enter the date through which costs have been accumulated from inception for inclusion in this request. This date is applicable to item entries in Sections II and III.

Cost Basis. In accordance with FAR 52.232-16(a)(1), the <u>basis</u> for progress payments is the contractor's total costs incurred under this contract, whether or not actually paid, plus financing payments to subcontractors (computed in accordance with FAR 52.232-16(j), less the sum of all previous progress payments made by the Government under this contract.

Item 11. Costs eligible for progress payments under the progress payment clause. Compute the eligible costs in accordance with the requirements at FAR 52.232-16(a)(1) through (4). First articles: Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before the first article approval, the costs thereof shall not be allowable for purposes of progress payments. (See FAR 52.209-3(g) and FAR 52.209-4(h)).

Item 12a. Enter the total contract costs incurred to date: if the actual amount is not known, enter the best possible estimate. If an estimate is used, enter (E) after the amount.

Item 12b. Enter the estimated cost to complete the contract. The contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

Item 14a through 14e. Include only financing payments (progress payments, performance-based payments and commercial item financing) on subcontracts which are in accordance with the requirements of FAR 52.232-16(j). Do not include interim payments under a cost reimbursement contract.

Item 14a. Enter only financing payments actually paid.

Item 14b. Enter total financing payments recouped from subcontractors.

Item 14d. Include the amount of unpaid subcontract progress payment billings which have been approved by the contractor for the current payment in the ordinary course of business.



SECTION III – ADVANCED PAYMENTS/ACCEPTED ITEMS. This Section must be completed only if the contractor has received advance payments against this contract, or if the items have been delivered, invoiced and accepted as of the date indicated in the heading of Section II above. EXCEPTION: Item 27 must be completed for all progress payment request where the line 12c amount exceeds the amount on Line 5.

Item 20a. Of the costs reported in Item 11, compute and enter only costs which are properly allocable to items delivered, invoiced and accepted to the applicable date. In order of preference, these costs are to be computed on the basis of one of the following: (a) The actual unit costs of items delivered, giving proper consideration to the deferment of the starting load costs of, (b) projected unit costs (based on experienced costs plus the estimated cost to complete the contract), where the contractor maintains cost data which will clearly establish the reliability of such estimates.

Item 23. Enter total progress payments liquidated (monies recouped from the contractor on prior billings) and those to be liquidated from billings submitted but not yet paid (monies to be recouped from the contractor on submitted unpaid billings).

**CERTIFICATION**. Paragraph (f) If no financial information has been provided previously in connection with this contract, insert "N/A" in the submission date block and the financial information date block. Otherwise, insert respectively, the "as of" date of the financial information submitted last and the date of the last



# FIXED PRICE with PROGRESS PAYMENT – FINAL INVOICE (SAMPLE INVOICE # 2)

The attached sample invoices are intended as an aid rather than as a restriction to a specific billing form. JPL will accept any format provided it contains the information required by the subcontract, including these instructions.

Billed To:	
Jet Propulsion Laboratory	
Invoice Management Services	
Mail Stop 202-100	
4800 Oak Grove Drive	
Pasadena, CA 91109	

- **1.** Invoice Date: 8/1/2020
- **2.** JPL Subcontract Number: 1234567
- **3.** Total Subcontract Value: \$100,000.00
- 4. Invoice Number: 10-300-1
- **5**. Billing Period: 7/1/2020 to 7/31/2020

From: ABC Company 600 Main Street Corporate Office Anytown, OH 90000-9876

6. Remit To: ABC Company ABC Company Accounts Receivable 567 Any Street Anytown, VT 12345-1234

7. FINAL INVOICE	
8. Total Fixed Price Contract Amount	\$100,000.00
9. Less Previous Amount Billed	(\$ 25,000.00)
10. Total Amount Due	\$75,000.00
<b>11.</b> Portion of labor costs, software licenses, rental of real or tangible property performed/used solely in California or in the United States if foreign entity, to be taxed	\$ 2,500.00



**12.** *"I hereby certify that the above invoice is correct and just, that payment therefore has not been received, and that the invoice is presented with the knowledge that the amount paid hereunder will become the basis of a claim against the United States Government."* 

Authorized Signature

Name (Please Print)

Email

Phone Number/Extension