ATTACHMENT V – SUBCONTRACT CLOSEOUT PACKAGE

In accordance with the Subcontract Closeout clause of the Schedule A, Specific Terms & Conditions, you are requested to complete and return the closeout package before the negotiated due date.

Unless otherwise directed, the Subcontract Closeout package and applicable attachments (including the FINAL INVOICE for all outstanding costs marked as “Final”) shall be completed and returned electronically to ContractCloseout@leidos.com.

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# Section I: Subcontract Closeout Information

|  |  |
| --- | --- |
| **Seller Company Name:** |  |
| **Company Address:**  |  |
| **Subcontract/TO No:** |  |
| **CRN (if applicable):** |  |
| **Customer Contract/TO No:** |  |
| **Order Type:** |  Government Commercial |
| **Funding Type:** |  CPXX  T&M (w/ indirect rates applied to materials) T&M (fixed rates only. No indirect rates were applied to materials) FFP, Labor-Hour, or FP/LOE  Other  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **YES** | **NO** | **N/A** |
| All work on the subject Subcontract has been completed and deliverable items shipped and accepted by Leidos or the Government customer. |  . |  . |  |
| There are no claims or litigation, either present or pending against you, as a result of the work performed by you under this subcontract. |  . |  . |  |
| All data proprietary to other companies, has been returned or destroyed in accordance with instructions from the interested Parties and no copies of such data remain or exists. |  . |  . |  . |
| Final billing against the subcontract, properly approved by a US Government auditor if applicable, has been submitted to Leidos |  . |  . |  |

# Section II: Propert**y** Report

Administrative close-out of the subcontract requires an inventory of all U.S. Government property (equipment, materials, etc.) not consumed in the performance of the subcontract, or not delivered to the U.S. Government/Customer. Please indicate by checking the appropriate boxes whether or not property was acquired or exists under this subcontract.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **YES** | **NO** | **N/A** |
| **1** | Was property furnished or acquired? |  . |  . |  |
| If yes, shipped as directed? |  . |  . |  . |
| Or consumed? |  . |  . |  . |
| **2** | Does any property remain or exist? |  . |  . |  . |
| **3** | Attached is an inventory of residual property for disposition.(If retention for transfer to another subcontract is desired, please indicate.) |  . |  . |  . |
| **4** | All special tooling or test equipment, including that applicable to lower tier subcontractors and equipment in-plant, has been received at your facility, accounted for, marked, and stored as Government property. |  . |  . |  . |
| **5** | All residual material to your subcontract and your supplier's lower-tier subcontracts has been inventoried, properly documented, and physically available for customer and/or Government review for disposition. Copies of inventory lists have been forwarded to Leidos. |  . |  . |  . |
| **6** | All Government furnished or customer furnished material, tools and equipment has been accounted for on property records approved by a cognizant Government Property Administrator.  |  . |  . |  . |

|  |
| --- |
| **SUBCONTRACTOR’S CERTIFICATION: IN WITNESS WHEREOF**, this has been executed by the undersigned who certifies that this document was duly signed for and on behalf of the subcontractor by authority of its governing body and is within the scope of my corporate powers. |
| **Seller:** |  |  | **Subcontract No.:** |  |  |
| **Name:** |  |  |  |  |
| **Title:** |  |
| **Signature:** |  | **Date of Execution:** |  |  |
|  |  |  |  |  |  |

# Section III: Patent Report

Leidos’ prime contract requires submission of a final Patents Report at contract completion indicating whether or not there were any inventions or discoveries (patentable or not) conceived or first actually reduced to practice in the course of or under the subcontract. Inventions includes, but not limited to, any act, method, process, machine, manufacture, design or composition of matter, or any new useful improvement thereof, or any variety of plant, which is or may be patentable under the laws of the United States or any foreign country.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **YES** | **NO** | **N/A** |
| **1** | Were any inventions or discoveries conceived or first actually reduced to practice by you during performance under the referenced subcontract. |  . |  . |  |
| **If Yes,** report of inventions is attached (use form DD 882 for subcontracts under DOD). |  . |  . |  |
| **2** | If this subcontract is> $50k, indicate whether royalties in > $250.00 have been paid or are to be paid to any person or firm in connection with the performance of this subcontract.  |  . |  . |  |
| **If Yes,** royalty information in accordance with FAR Clause 52.227-6 is attached |  . |  . |  |

|  |
| --- |
| **SUBCONTRACTOR’S CERTIFICATION: IN WITNESS WHEREOF**, this has been executed by the undersigned who certifies that this document was duly signed for and on behalf of the subcontractor by authority of its governing body and is within the scope of my corporate powers. |
| **Seller:** |  |  | **Subcontract No.:** |  |  |
| **Name:** |  |  |  |  |
| **Title:** |  |
| **Signature:** |  | **Date of Execution:** |  |  |
|  |  |  |  |  |  |

# Section **IV: Release & Assignment**

|  |
| --- |
| **Subcontractor’s Release:**Pursuant to the terms of the referenced subcontract and in consideration of the sum amount provided below, the amount has been or is to be paid to Seller (hereinafter called Subcontractor) or its assignees, if any, the Subcontractor, upon payment of the said sum by Leidos does remise, release, and discharge Buyer, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Subcontractor, as follows:
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Subcontractor to third parties arising out of the performance of the said contract, which are not known to the Subcontractor on the date of the execution of this release and of which the Subcontractor gives notice in writing to the Buyer's Representative within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of his indemnification of Buyer against patent liability), including reasonable expenses incidental thereto, incurred by the Subcontractor under the provisions of the said contract relating to patents.

The Subcontractor agrees, in connection with patent matters and with claims which are not released as set forth above, that Seller will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification of the Buyer's Representative and relating to the defense or prosecution of litigation.**Final Subcontract Amount for Release:** **$** |
| **Subcontractor’s Assignment of refunds, rebates, credits and other amounts:** Pursuant to the terms of the referenced subcontract and in consideration of the reimbursement of costs and payment of fee, as provided therein, and any assignment thereunder, Seller does hereby:1. Assign, transfer, and set over to Leidos, all rights, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon), arising out of the performance of said subcontract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Buyer (checks made payable to Leidos) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved in advance by the Buyer's Representative as stated in the said subcontract and may be applied to reduce any amounts otherwise payable to Buyer under the terms of this agreement.
3. Agree to cooperate fully with Buyer as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit Buyer to represent Seller at any hearing, trial, or other proceeding, arising out of such claim or suit.
 |
| **SUBCONTRACTOR’S CERTIFICATION:** IN WITNESS WHEREOF, this has been executed by the undersigned who certifies that this document was duly signed for and on behalf of the subcontractor by authority of its governing body and is within the scope of my corporate powers. |
| **Seller:** |  |  | **Subcontract No.:** |  |  |
| **Name:** |  |  |  |  |
| **Title:** |  |
| **Signature:** |  | **Date of Execution:** |  |  |
|  |  |  |  |  |  |

# Section V: Closeout Audit

|  |
| --- |
| **Cognizant Auditing Agency (e.g. DCAA)** |
| Name/Title |  |
| Agency/Address |  |
| Phone  |  |
| Email  |  |
| **Cognizant ACO Office (e.g. DCMA)** |
| Name/Title |  |
| Agency/Address |  |
| Phone  |  |
| Email  |  |

|  |
| --- |
| **FINAL AUDIT**Based upon the data submitted in the performance of the referenced subcontract, and the requirements outlined in FAR clause 52.215-2, request that Leidos personnel be authorized access to your records for the purpose of closeout audit review and evaluation of cost associated with the performance of this subcontract. The review will include, but not limited to 1) Actual Cost and Labor Hours; 2) Labor Rates; 3) Indirect Rates; and 4) Material Costs. The following may be requested, but not limited to 1) Timesheets, 2) Travel Itinerary/Travel Documentation, and 3) Final Indirect Rate Letters (if applicable).The information requested herein will be used for purposes of determining final cost allocability and allowability for this subcontract and shall not be disclosed or utilized for any other purposes. Please indicate your acceptance or denial of audit rights by selecting one:  **N/A. Subcontract is <$750k;**    **Yes.** Seller **grants** Leidos authorization rights;   **No.** Seller **denies** Leidos audit rights and subcontract will be subject to support audits for the Prime Cognizant Auditing Agency (DCAA for federal). **If no, reason required:**  |

|  |
| --- |
| **SUBCONTRACTOR’S CERTIFICATION:** IN WITNESS WHEREOF, this has been executed by the undersigned who certifies that this document was duly signed for and on behalf of the subcontractor by authority of its governing body and is within the scope of my corporate powers. |
| **Seller:** |  |  | **Subcontract No.:** |  |  |
| **Name:** |  |  |  |  |
| **Title:** |  |
| **Signature:** |  | **Date of Execution:** |  |  |
|  |  |  |  |  |  |

# Section VI: Final Invoice

|  |
| --- |
| **Complete if** FINAL INVOICE **HAS NOT** BEEN SUBMITTED TO LEIDOS.  |
|   ****(**1) We are unable to submit a final invoice at this time due to pending indirect rate negotiations.** 1. Provide an anticipated final negotiation date:

Estimated Date: 1. Are the unsettled indirect costs under this subcontract >$100,000

 Yes No 1. Indicate the applicable fiscal years for this subcontract for which indirect rate negotiations are pending:

FY(s): 1. Is there a quick closeout agreement in place?

 Yes No 1. Indicate fiscal years covered under any current quick closeout rate agreement:

FY(s): 1. Do you currently have an approved billing system?

 Yes No   **(2) We are unable to submit a final invoice due to** (provide explanation for other than pending indirect rates**):**  |
| **Complete if** FINAL INVOICE **HAS** BEEN SUBMITTED TO LEIDOS |
| Does the final invoice include ACO negotiated or DCAA audit determined rates?   **Yes** (Attach supporting documentation. E.g. redacted rate letters) Were these rates: ACO negotiated - or - DCAA Audit Determined **No.** When do you anticipate ACO negotiated or DCAA audit determined rates for the years covered by the period of performance of this subcontract? Date:  |

|  |
| --- |
| **SUBCONTRACTOR’S CERTIFICATION: IN WITNESS WHEREOF**, this has been executed by the undersigned who certifies that this document was duly signed for and on behalf of the subcontractor by authority of its governing body and is within the scope of my corporate powers. |
| **Seller:** |  |  | **Subcontract No.:** |  |  |
| **Name:** |  |  |  |  |
| **Title:** |  |
| **Signature:** |  | **Date of Execution:** |  |  |
|  |  |  |  |  |  |

# Section VII - For Internal Leidos Use Only

|  |  |
| --- | --- |
| **Closeout Administrator Name:** |  |
| **Signature:** |  |
| **Date:** |  |
| **Subcontract Closeout Checklist:** Completion of applicable requirements below closes the Subcontract. |
| **Yes** | **N/A** | **Requirement Description** | **Applicable @** |
|  . | ALL | Section I of Closeout Package completed in entirety. | All  |
|  . |  . | Audit Section Closeout Package completed in its entirety  | Flexibly Priced Orders  |
|  . |  . | Required audit steps completed. | Flexibly Priced Orders  |
|  . |  . | Applicable Closeout Package attachments have been submitted as directed. | As applicable |
|  . | ALL | Record of the customer’s acceptance of Leidos’ work and/or deliverable items. | All |
|  . | ALL | Satisfactory Completion of subcontract work from Leidos PM (Closeout Validation Worksheet). | All |
|  . | ALL | Final Invoice received and paid. | All |
|  . | ALL | 10th digit of PO Classification Code updated in ERP system to indicate final closeout? | All |
| Unless Terminated for Convenience, completion of the actions above closes the Subcontract. |
|  . |  . | Have applicable forms been completed and approved by the cognizant Government Agency or Customer?  | Terminated for Convenience |
|  . |  . | Has the subcontractor termination proposal been negotiated and, if required, has prime customer approval been granted? | Terminated for Convenience |