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.

Contents

[Section I: Subcontract Closeout Information 2](#_Toc12964897)

[Section II: Property Report 3](#_Toc12964898)

[Section III: Release & Assignment 4](#_Toc12964899)

[Section IV - For Internal Leidos Use Only 5](#_Toc12964900)

# Section I: Subcontract Closeout Information

|  |  |
| --- | --- |
| **Seller Company Name:** |  |
| **Company Address:**  |  |
| **Subcontract/TO No:** |  |
| **CRN (if applicable):** |  |
| **Customer Contract/TO No:** |  |
| **Funding Type:** | [ ]  FFP[ ]  T&M [ ]  LH | [ ]  CPXX[ ]  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 Leidos’ 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 has been submitted to Leidos | [ ]  | [ ]  |  |

# Section II: Propert**y** Report

Administrative close-out of the subcontract requires an inventory of all Leidos or Leidos’ Customer property (equipment, materials, etc.) not consumed in the performance of the subcontract, or not delivered to Leidos’ 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 Leidos or Leidos’ Customer property. | [ ]  | [ ]  | [ ]  |
| **5** | All residual material to your subcontract and your supplier's lower-tier subcontracts has been inventoried, properly documented, and physically available for Leidos or Leidos’ Customer’s review for disposition. Copies of inventory lists have been forwarded to Leidos. | [ ]  | [ ]  | [ ]  |
| **6** | All Customer furnished or customer furnished material, tools and equipment has been accounted for on property records approved by a cognizant Leidos 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: 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 IV - 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  |
| [ ]  | [ ]  | Section II Closeout Package completed in its entirety  | 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 |