

TITLE: CIB 90-12 DAA/MS, John F. Owens, Procurement Executive

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON. D.C. 20523

June 8, 1990

MEMORANDUM FOR ALL CONTRACTING OFFICERS AND NEGOTIATORS

TO: Distribution List FAC

FROM: DAA/MS, John F. Owens, Procurement Executive

CONTRACT INFORMATION BULLETIN 90-12

SUBJECT: Guidance for AID Missions -- Closing Out Contracts, Grants and Cooperative Agreements.

It continues to be an Agency priority to expeditiously close out acquisition and assistance instruments after the goods have been received or services provided. Both internal and external reviews of A.I.D.'s procuring activities highlight the need for major improvements in this area. As required by FAR 4.804, some contracting activities have instituted formal closeout procedures at the organizational unit level, but many contracting activities have not focused on closeouts to the extent necessary. This CIB is issued to supersede CIB 87-5, and at the same time, reiterate the necessity for a firm commitment by all Agency procurement officials to effect closeout of acquisition and assistance instruments in a timely and comprehensive manner.

Missions have the responsibility for closing out their own actions, as well as MS/OP issued procurement actions which have been transferred to the field for administration. The Contracting Officer should take the lead role in ensuring that closeouts are accomplished. Attached are forms and procedures that are recommended for use.

Clearances:

MS/OP, T. McMahon
MS/PPE, J. Murphy
IG/A/W, J. Competello

ATTACHMENT A

CONTRACT CLOSE OUT - COMPLETION STATEMENT

TYPE OF CONTRACT: FIRM FIXED PRICE AND INDEFINITE QUANTITY

1. CONTRACT NUMBER: _____ 2. LAST MODIFICATION NO: _____
3. CONTRACTOR : _____ 4. ADDRESS: _____
5. CONTRACT AMOUNT: _____
6. COMPLETION DATE: _____ 7. TECHNICAL OFFICE _____

I. TECHNICAL OFFICE:

- a) Requirements completed: Yes ___ No ___
b) Has Contractor returned Government Property? Yes ___ No ___

N/A _____

I have no objection to the close out of this contract file.

Technical officer's Printed Name: _____

Signature : _____

Date : _____

II. OFFICE OF FINANCIAL MANAGEMENT:

- a) Has Final Voucher No. _____, dated _____ been paid: Yes ___ No ___
b) Have all unused funds, if any, been decommitted: Yes ___ No ___

I have no objection to the close out of this contract file.

Controller's Printed Name: _____

Signature : _____

Date : _____

III. CONTRACTS OFFICE:

All required contract administration actions have been fully and satisfactorily accomplished.

Contracting Officer

Date

CONTRACT CLOSE OUT - COMPLETION STATEMENT
 TYPE OF CONTRACT: COST REIMBURSEMENT

1. CONTRACT NUMBER: _____ 2. LAST MODIFICATION NO: _____
 3. CONTRACTOR : _____ 4. ADDRESS: _____
 5. CONTRACT AMOUNT: _____ 6. COMPLETION DATE: _____
 7. TECHNICAL OFFICE: _____

I. TECHNICAL OFFICE:

The Contractor has:	Yes	No	N/A
1. Completed all requirements, terms and conditions	___	___	___
2. Completed all requirements of Reports Clause	___	___	___
3. Complied with all requirements of the Patent Rights Clause	___	___	___
4. Submitted final inventory and disposed of nonexpendable property	___	___	___
5. Submitted Patent, Copyright and/or royalty reports	___	___	___
6. Disposed of all Classified material	___	___	___

BASED ON THE FOREGOING, I RECOMMEND THE CLOSE OUT OF THIS CONTRACT:

Technical Officer's Printed Name: _____

Signature: _____

Date: _____

II. CONTRACT SPECIALIST	Yes	No	N/A
a) Has a final audit been done? (Applicable to contracts over \$500,000)	___	___	___
1. Are all questioned costs resolved?	___	___	___
2. Has the final price been established?	___	___	___
3. Has the contractor's release been filed on AID Form 1420-40?	___	___	___
4. If not, has a Final Release been prepared under the Disputes Clause?	___	___	___
5. Has the contractor settled all subcontracts?	___	___	___
6. Have indirect costs been settled? (FAR 42.708)	___	___	___

Yes	No	N/A	b) Has a Desk Audit been done:
			(Applicable to contracts of \$500,000 or less) _____
			1. Are the direct costs acceptable? _____
			2. Are any disallowed costs resolved? _____
			3. Have the final indirect costs been determined? _____
			4. Amount of funds obligated has not been exceeded _____
			5. Has the final price been established? _____
			6. Has the Contractor's Release been filed on AID Form 1420-40? _____
			7. If not, has a Final Determination been prepared under the Dispute Clause? _____
			c) Have all contract administration actions been satisfactorily accomplished? _____

BASED ON THE FOREGOING, I RECOMMEND THE CLOSE OUT OF THIS CONTRACT FILE:

Contract Specialist's Printed Name: _____
Signature: _____
Date: _____

III. OFFICE OF FINANCIAL MANAGEMENT

- a) Has Final Voucher No. _____, dated _____ been paid? Yes ___ No ___
- b) Have all unused funds, if any, been decommitted: Yes ___ No ___
- c) Have all payment advances been liquidated? Yes ___ No ___
- d) Total amount paid: _____ Total amount decommitted: _____

BASED ON THE FOREGOING, I RECOMMEND THE CLOSE OUT OF THIS CONTRACT FILE:

Controller's Printed Name: _____
Signature: _____
Date: _____

IV. CONTRACTS OFFICE

Based on the recommendations contained in Parts I through III, above, it is hereby determined that all required contract administration actions have been fully and satisfactorily accomplished.

Contracting Officer

Date

ATTACHMENT C

Contractor's Name
Address
City, State

SUBJECT: Closeout of AID Contract No. _____

Our records indicate that the subject A.I.D. cost reimbursement contract was completed on or about _____. To facilitate formal closeout of this contract, please take the following actions:

1. Submit your final voucher (SF-1034) to the A.I.D paying office.
2. Confirm that your organization has met all the requirements of the "Reports" clause in the contract, including submission of appropriate report copies to the Center for Development Information and Evaluation, Bureau for Program and Policy Coordination (PPC/CDIE/DI).
3. Confirm the settlement of all subcontracts, if any.
4. Submit a final inventory of all residual nonexpendable property titled in the U.S. Government which was acquired or furnished under the contract, if any. Disposition instructions will follow.
5. Submit a final patent report, if required by the term of the contract.
6. Submit a final royalty report, if required by the terms of the contract.
7. Submit a list of any residual "limited official use" or "classified" materials provided under the contract, if any. Disposition instructions will follow.

If you anticipate a delay in submitting any of the above, please advise me of the reason for the delay and the anticipated submission date. If you have any questions pertaining to the this matter, please telephone my representative at this number _____.

Sincerely,

Contracting Officer

cc: Paying office

ATTACHMENT D

CONTRACT CLOSE OUT - COMPLETION STATEMENT
TYPE OF CONTRACT: PERSONAL SERVICE CONTRACT

- 1. CONTRACT NUMBER : _____
- 2. LAST MODIFICATION NUMBER : _____
- 3. NAME OF CONTRACTOR : _____
- 4. CONTRACTOR'S ADDRESS : _____

- 3. TOTAL CONTRACT AMOUNT : _____
- 4. CONTRACT COMPLETION DATE : _____

I. OFFICE OF FINANCIAL MANAGEMENT:

- a) Has Final Voucher No. _____, dated _____ been paid: Yes ___ No ___
- b) Have all unused funds, if any, been decomMitted: Yes ___ No ___

I have no objection to the close out of this contract file.

Controller's Printed Name: _____

Signature : _____

Date : _____

II. CONTRACTS OFFICE:

All required contract administration actions have been fully and satisfactorily accomplished.

Contracting Officer Date

Instructions

Audit Threshold

For all instruments not in excess of \$500,000, the Contracting or Grant Officers are expected to conduct a desk review/audit of the file package to reconcile pertinent financial data and prepare the document for closeout. However, notwithstanding the audit threshold amount, the Contracting Officer or Grant Officer may request a final audit in cases when (s)he feels that it is, appropriate.

For instruments in an amount in excess of \$500,000, final audits must be sought from the cognizant audit organization as indicated below. Cognizant Audit organization within A.I.D. - The cognizant audit group for contracts and grants with non-U.S. organizations is the field RIG/A which is geographically appropriate. In the case of contracts and grants with all U.S.-based organizations, RIG/A/W is the appropriate audit entity. Please submit requests for audits to the audit organization within A.I.D. which has responsibility as explained here.

The RIG/A/W has responsibility for providing close-out audits for all U.S.-based contractors and grantees. Since the majority of A.I.D. contracts and grants are with U.S. entities, the RIG/A/W procedures are outlined in more detail here. Other RIG/A's utilize procedures which may differ from RIG/A/W's; therefore, A.I.D. contract and grant officers should inquire as to the procedures to be followed in cases where other RIG offices are responsible for providing close-out audit support.

The RIG/A/W does not, except in unusual circumstances, perform specific close-out audits of A.I.D. contracts and grants. Rather, close-out audits are integrated into other ongoing or scheduled audits of contractors and grantees. In the case of contracts with profit-making firms for which RIG/A/W is the cognizant audit organization, RIG/A/W will include the close-out request in the next regularly scheduled audit of the contractor.

If another audit organization is cognizant for the contractor, RIG/A/W will ask the cognizant audit organization to include the close-out in its next regularly scheduled audit. In those cases where RIG/A/W is not the cognizant audit organization and the cognizant audit organization is unable to schedule the close-out audit, the RIG/A/W will so notify the contracting officer. The RIG/A/W will also make available to the contracting officer the results of any other audits pertaining to the subject contractor in order for the contracting officer to assess the need for a specific close-out audit. If it is decided that an audit is necessary, the requesting A.I.D. office may be asked to provide funds for a non-Federal audit.

In the case of contracts, grants, and cooperative agreements with non-profit organizations including U.S. colleges and universities, RIG/A/W will accept the recipient organization's single audit performed in accordance with OMB Circulars A-110, A-128 or A-133 as fulfilling the close-out requirements for such agreements. If the organization

does not have a single audit performed, RIG/A/W will follow the same procedures as stated above for close-out of contracts.

Final Vouchers

Contracting/Grant officers are advised to contact the Mission Controller, or appropriate disbursing office to make certain that all final vouchers are presented to the Contracting Officer for clearance. (If the Controller is receiving invoices/vouchers, they simply need to be forwarded to the C.O. for clearance.)

As part of the closeout process, the Contracting Officer should coordinate with financial staff to obtain sufficient information to ascertain that:

- 1) Obligated amounts and contract/grant amounts are able to be reconciled;
- 2) Amounts disbursed and amounts obligated are able to be reconciled; and,
- 3) Contractor/Grantee billing records and A.I.D. disbursement records are in agreement.

Forms

The attached forms are provided to assist Mission personnel in closing out contracts. The closing out of contracts and grants is a mandatory requirement, but the forms provided with this CIB are intended as illustrative. MS/PPE has also obtained an assortment of forms being used by MS/OP/PS/OCC which will be provided to Missions that request them from MS/PPE.

Contract Closeout Procedures

A. Fixed Price and Indefinite Quantity Contracts

After verifying that all specified conditions in the contract have been fulfilled and any related issues have been resolved, the Contracting Officer can proceed with the following steps.

1. Obtain a statement from the paying office indicating the status of the final payment, including the total amounts recorded as obligated and expended. If the voucher requesting final payment has not been submitted by the contractor, it should be requested by the Contracting Officer. Final payment should be made in accordance with appropriate FAR payment clause.
2. For U.S. Government-owned*, funded, or furnished property, and/or host-country owned property (see also AIDAR 752.245-71) held by the contractor, the Contracting officer should confirm that inventory records furnished by the Contractor are complete and up-to-date. The Contracting Officer should ensure that property disposition instructions include the identity of the property recipient(s) and any other pertinent information.

* / The use of "own" in this context is defined by in whom the title is vested.

3. Authorize the Controller to adjust accounting records to reflect the deobligation of any residual funds in the contract, if applicable. This may involve issuing a contract modification.
4. Prepare and sign a contract completion statement-(See ATTACHMENT A) and file in the contract file.
5. The contract file is now closed and can be forwarded to appropriate storage.

B. Cost Type Contracts

1. Obtain a statement from the Project Officer that the contract has been completed and that the requirements of the Reports Clause have been met. See FAR 4.804. For a sample memo to the Project Officer see ATTACHMENT B.
2. Obtain a statement from the paying office which confirms that the final voucher is in their possession, and indicates the status of final payment, including the total amounts recorded as obligated and expended. If the final voucher has not been submitted, send a letter requesting the contractor to submit the final voucher to the paying office. Final vouchers under cost type contracts are not subject to the Prompt Payment Act until close out procedures have been completed. (Also see FAR payment provision.)

3. Request the Contractor to:
 - a. Confirm the settlement of subcontracts, if any;
 - b. Submit a final inventory of all residual nonexpendable property titled in the U.S. Government or the Host Country or funded or furnished by the U.S. Government which was acquired or furnished under the contract, if any;
 - c. Submit a final patent, copyright, and/or royalty report(s), if required by the terms of the contract;
 - d. Submit a list of "limited official use" or "classified" materials provided under the contract, if any.

A letter which is suggested for use to accomplish all of the elements of task 3 is contained herein as ATTACHMENT C.

4. For U.S. Government-owned* or furnished property, and/or host-country owned property (see also AIDAR 752.245-71) held by the contractor, the Contracting Officer should confirm that inventory records furnished by the Contractor are complete and up-to-date. The Contracting Officer should ensure that property disposition instructions include the identity of the property recipient(s) and any other pertinent information.

*/ The use of "own" in this context is defined by in whom the title is vested.

5. Provide the contractor with instructions for the disposition of "limited official use" or "classified" material, if any, consistent with the provisions of AID Handbook 6.
6. Transmit the contractor's final patent report, if any, to the cognizant technical officer and obtain confirmation that the contractor has complied with all requirements of the patent rights clause in the contract. A copy of the final patent report is retained in the contract file.
7.
 - a. For contracts having a total estimated cost in excess of \$500,000, request a final audit of costs incurred. A copy of the final voucher, paying office's report of obligations and expenditures, residual U.S. Government property inventory and royalty reports, if any, must be submitted to the cognizant auditor with the request for the final audit. A copy of the request for final audit must be provided to the paying office.

- b. For contracts having a total estimated cost not in excess of \$500,000, perform a desk review to confirm that the amounts claimed as direct costs appear acceptable under the contract and the applicable cost principles; that the final amount for indirect costs has been determined; and that the amount of the contractor's cumulative vouchers, less payments made, does not exceed the total amount of funds obligated under the contract.
 - c. Notwithstanding the audit threshold amount, the contracting officer may request a final audit in cases when (s)he feels that it is appropriate.
8. Resolve all disallowed or questioned costs identified in the final audit report, or desk review, as applicable, or costs otherwise in question.
9. Establish the final contract price to A.I.D.; i.e., the total allowable costs accepted by the Contracting Officer, plus the fixed fee (if any) and obtain the contractor's release (AID Form 1420-40). If the amount of unsettled indirect costs to be allocated to the contract is relatively small, consideration should be given to using the "quick closeout procedure" at FAR 42.708. A copy of Form 1420-40 is enclosed at ATTACHMENT H.

When the Contracting Officer is unable to obtain a response from the contractor, or a completed Form 1420-40, the Contracting Officer shall determine the final contract price based on the information immediately available and prepare, under the "Disputes" clause in the contract, a contracting officer's final decision presenting such determined amount to represent the final contract price. If no response is received from the contractor to the final decision letter within ninety days, the decision is considered to represent a final release and the contract can be closed. (See also ATTACHMENT I for A.I.D. GC opinion.)

10. a. When total disbursements to the contractor are less than the final contract price, obtain the contractor's final voucher for the amount due the contractor. Any amount of funds obligated which are in excess of the contractor's final voucher can be deobligated.
- b. When total disbursements to the contractor are greater than the final contract price, request the contractor to send a refund check for the amount due to the cognizant A.I.D. paying office (see address below). A photocopy of the check should be sent to the Contracting Officer to confirm that it indeed has been submitted to A.I.D.

A.I.D./W refunds:

Agency for International Development
Washington, D.C. 20523
Attn: Cashier's Office, Room 603 SA-2

Missions:

Cognizant Mission Controller.

11. Forward the final signed release to the paying office together with:

- a. A request to liquidate all payment advances, if any; and
- b. A request to the paying office to adjust the accounting records to reflect the deobligation of the difference, if any, between the final contract price and the funds obligated in the contract. This may involve issuing a modification.

12. Prepare a contract completion statement in accordance with FAR 4.804-5(b). A suggested format is at ATTACHMENT B.

13. The contract file is now considered closed and should be sent to storage.

C. Personal Service Contracts

1. Obtain a statement from the paying office indicating the status of the final payment, including the total amounts recorded as obligated and expended. (See ATTACHMENT D)

2. If the final voucher has been paid, obtain a copy of the contractor's final voucher from the paying office. If the final voucher has not been submitted, request it from the contractor.

3. Authorize the paying office to adjust accounting records to reflect the deobligation of any unexpended funds.

4. Prepare a contract completion statement and place in the file.

5. The contract file is now closed and should be sent to storage.

D. Purchase and Delivery orders (Includes IQC Delivery Orders)

1. The Contracting officer shall obtain for each purchase or delivery order (OF-347, State Department Form 455 or, other Delivery order format) the following financial and delivery information from the paying office and/or the cognizant technical officer, as appropriate:

- (1) a statement that the supplies or services have been received, (2) a report or information on the total amount obligated, (3) the total amount paid, and (4) the amount remaining unliquidated, if any. (Also see ATTACHMENT E)
2. The Contracting officer shall review the purchase/delivery order file to ensure the amount obligated corresponds to the amount cited by the paying office.
 3. The Contracting Officer will ascertain that the reasons for the unliquidated amount, if any, are valid and then authorize the paying office to adjust the accounting records to reflect the deobligation of unliquidated funds within twenty working days after receipt of report from the paying office. This may involve issuing a modification.
 4. The file is now considered closed and may be sent to storage.

E. Grants and Cooperative Agreements

1. Obtain a statement from the cognizant technical officer that the recipient has complied with and met all applicable terms and conditions of the grant or cooperative agreement. ATTACHMENT F is a suggested format for obtaining such a statement.
2. Obtain a statement from the paying office that the recipient's final voucher or "Request for Advance or Reimbursement (RAR)" under a cost reimbursement grant or cooperative agreement, or a final "Financial Status Report" under a grant or cooperative agreement providing for an advance has been received. Such statement will include the total recorded obligation and expenditures under the grant or cooperative agreement.
3. Request the recipient to:
 - a. Submit a final "RAR", voucher, or a final "Financial Status Report" as appropriate. This is applicable when the final document is not available in the paying office within the time allowed in the grant or cooperative agreement general provisions. As mentioned in the previous step, verify with the paying office that this documentation has not already been submitted.
 - b. Submit a final inventory of all residual non-expendable property titled in the U.S. Government and/or residual property valued over \$1,000 titled to the recipient, which was furnished or acquired under the grant or cooperative agreement. Identify any property which will become titled in the Host Country.
 - c. Submit a final report, if required.

- d. Submit a final copyright report, if required.
- e. Submit a list of "limited official use" or "classified" material provided under the grant or cooperative agreement, if any.

A suggested format for these purposes is at ATTACHMENT G.

- 4. For U.S. Government-owned*, funded, or furnished property, and/or host-country property held by the grant recipient, the Grant Officer should confirm that inventory records furnished by the grant recipient are complete and up-to-date. The Grant Officer should ensure that the disposition of all property conforms to stipulations of Handbook 13 and that the identity of all property recipients is clearly indicated. (See also Handbook 13, clauses entitled, "Government Furnished Excess Personal Property", "Title to and Use of Property (Grantee Title)", "Title to and Care of Property (U.S. Government Title)", and "Title to and Care of Property (Cooperating Country Title)".

*/ The use of "own" in this context is defined by in whom the title is vested.

- 5. Transmit the recipient's final patent report, if any, to the cognizant technical officer and obtain confirmation that the grantee has complied with all requirements of the patent rights clause in the grant or cooperative agreement. A copy of the final patent report is retained in the file.
- 6. Provide the recipient with instructions for the disposition of "limited official use" or "classified" material, if any, consistent with the provisions of A.I.D. Handbook 6.
- 7. a. For grants and cooperative agreements having a total amount in excess of \$500,000, request a final audit of costs incurred from the appropriate RIG. (Also see page 2 of CIB, paragraph 1) A copy of the "RAR", voucher, or "Financial Status Report", as applicable, paying office's report of obligations and expenditures, residual property inventory, and royalty reports, if any, must be submitted to the cognizant auditor with the request for final audit. A copy of the request for final audit must be provided to the paying office.
- b. For grants and cooperative agreements having a total amount not in excess of \$500,000, (also see page 2 of CIB paragraph 1) perform a desk review to confirm that the amounts claimed as direct costs appear acceptable under the grant or cooperative agreement and the applicable cost principles; that the final amounts for indirect costs have been determined; and that the amount of the recipient's cumulative claim does not exceed the total amount of

funds obligated under the grant or cooperative agreement.

- c. Notwithstanding the audit threshold amount, the Grant Officer may request a final audit in cases where the integrity of the recipient's accounting system or the legitimacy of claimed costs are in question, and the possible benefit to be derived from a final audit of costs incurred would be cost effective.
8. Resolve all disallowed or questioned costs identified in the final audit report, or desk review, as applicable, or costs otherwise in question.
 9. Establish the final grant or cooperative agreement amount to A.I.D.; i.e., the total allowable costs accepted by the Grant Officer.
 10.
 - a. When the total disbursements to the recipient are less than the final agreed amount, obtain the recipient's final "RAR", voucher, or "Financial Status Report" for the amount due the recipient.
 - b. When the total disbursements to the recipient are greater than the final agreed amount, request the recipient to send a refund check for the amount due to the cognizant A.I.D. paying office (see address below). A photocopy of the check should be sent to the Grant Officer to confirm that it indeed has been submitted to A.I.D.

A.I.D./W refunds:

Agency for International Development
Washington, D.C. 20523
Attn: Cashier's Office, Room 603 SA-2

Missions:

Consult with Mission Controller.

11. Request the paying office to:
 - a. Recover all payment advances, if any; and
 - b. Adjust the accounting records to reflect the deobligation of the difference if any, between the final price and the funds obligated in the grant or cooperative agreement.

This may involve issuing a modification.

12. Complete the grant and cooperative agreement completion statement. The suggested format is at ATTACHMENT F.
13. The grant or cooperative agreement is now closed. The document can now be prepared for and sent to storage.

ATTACHMENT E

CONTRACT CLOSE OUT - COMPLETION STATEMENT
TYPE OF CONTRACT: PURCHASE AND DELIVERY ORDER

1. ORDER NUMBER : _____
2. LAST MODIFICATION NUMBER : _____
3. NAME OF CONTRACTOR : _____
4. CONTRACTOR'S ADDRESS : _____
5. TOTAL CONTRACT AMOUNT : _____
6. CONTRACT COMPLETION DATE : _____

I. TECHNICAL OFFICE: Has the performance been completed: Yes _ No __
I have no objection to the close out of this contract file.
Technical Officer's Printed Name: _____
Signature : _____
Date : _____

II. OFFICE OF FINANCIAL MANAGEMENT:

- a) Has Final Voucher No. _____, dated ____ been paid: Yes No
 - b) Have all unused funds, if any, been decommitted: Yes _ No ____
- I have no objection to the close out of this contract file.

Controller's Printed Name : _____

Signature : _____

Date : _____

III. CONTRACT OFFICE:

All required contract administration actions have been fully satisfactorily accomplished.

Contracting Officer

Date

ATTACHMENT F

GRANT AND COOPERATIVE AGREEMENT CLOSE OUT - COMPLETION STATEMENT
 TYPE: GRANT OR COOPERATIVE AGREEMENT

* The words "Grant" or "Grantee" are substituted with the words "Agreement" or "Recipient" for the close out of a Cooperative Agreement.

1. GRANT NUMBER : _____ 2. LAST MODIFICATION NO: _____
 3. GRANTEE : _____ 4. ADDRESS: _____
 _____ 5. GRANT AMOUNT : _____

 6. COMPLETION DATE : _____ 7. TECHNICAL OFFICE: _____

I. TECHNICAL OFFICE:

Has the Grantee:	Yes	No	N/A
a) completed all requirements, terms and conditions of the Grant?	___	___	___
b) properly disposed of all residual property and other nonexpendable property?	___	___	___
c) disposed of all classified material?AID HB 6)	___	___	___
d) submitted a final patent report?	___	___	___
e) submitted a final copyright report?	___	___	___

BASED ON THE FOREGOING, I RECOMMEND THE CLOSE OUT OF THIS GRANT:

Technical Officer's Printed Name: _____
 Signature : _____
 Date : _____

II. CONTRACT SPECIALIST

a) Has a final audit been done: (Applicable to grants aver \$500,000)	Yes	No	N/A
1. Are all questioned costs resolved?	___	___	___
2. Has the final price been established?	___	___	___
3. Has the amount due the Grantee been settled?	___	___	___
4. Has the amount due the Government been settled?	___	___	___
b) Has a Desk Audit been done: (Applicable to grants of \$500,000 or less)	___	___	___
1. Are the direct costs acceptable?	___	___	___
2. Are any disallowed costs resolved?	___	___	___
3. Have the final indirect costs been determined?	___	___	___
4. Do the Grantee and A.I.D. agree on all disbursed, obligated, and claimed amounts?	___	___	___
5. If no, has appropriate action been taken to resolve any differences?	___	___	___

BASED ON THE FOREGOING, I RECOMMEND THE CLOSE OUT OF THIS GRANT FILE:

Contract Specialist's Printed Name: _____

Signature : _____

Date : _____

III. OFFICE OF FINANCIAL MANAGEMENT Yes No N/A

a) Has the final voucher, or "Request for Advance or Reimbursement (RAR)", or Financial Status Report been received? _____

b) Have all excess payment advances been recovered? _____

c) Have all unused funds been decommitted? _____

d) The total grant expenditure: _____

Total amount Decommited _____

BASED ON THE FOREGOING, I RECOMMEND THE CLOSE OUT OF THIS GRANT FILE:

Controller's Printed Name: _____

Signature : _____

Date : _____

IV. GRANTS OFFICE

Based on the recommendations contained in Parts I through III, above, it is hereby determined that all required grant administration actions have been fully and satisfactorily accomplished.

Contracting Officer

Date

ATTACHMENT G

Organization's Name
Address
City, State Zip Code

SUBJECT: Closeout of A. I. D. Grant or Cooperative Agreement
NO. _____

Dear _____:

Our records indicate that the subject A.I.D. assistance instrument was completed on or about _____. To facilitate the formal closeout of this instrument you are requested to take the actions next below:

1. Submit your final _____ to the A.I.D. paying office.

2. Submit a final inventory of all residual nonexpendable property titled in the U.S. Government, the Cooperating Country, or in your organization, which was furnished or acquired under this instrument.

3. Submit a final patent report or state that none is required per the terms of the grant/cooperative agreement.

4. Submit a final copyright report or state that none is required per the terms of the grant/cooperative agreement.

5. Submit a final royalty report or state that none is required per the terms of the grant/cooperative agreement.

6. Confirm that all report procurements under the provisions of the grant/cooperative have been met or advise those not accomplished.

If you anticipate a delay in submitting any of the above information, please advise of the reason for the delay, and the anticipated submission date. If you have any questions pertaining to this matter, please telephone my representative _____ at _____.

Sincerely,

Grant Officer

ATTACHMENT H

AGENCY FOR INTERNATIONAL DEVELOPMENT
CONTRACTOR'S RELEASE AND/OR ASSIGNMENT OF
REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

Section I. not available electronically.

II. CONTRACTOR'S RELEASE

Pursuant to the terms of the Contract and in consideration of the sum set forth in Section I., Block 3, above which has been or is to be paid under the said Contract to the Contractor or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, 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 statements by the Contractor, as set forth in the space provided on the reverse of this form (Section V.).

2. Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of said Contract; provided that such claims are not known to the Contractor on the date of execution of this release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of this release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

3. Claims for reimbursement of costs (other than expense of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said Contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth in Section V., that he will comply with all of the provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

III. CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

Pursuant to the terms of the Contract and in consideration of the reimbursement of costs and payment of fee, if any, as provided in the said Contract and any assignment thereunder, the Contractor does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title, and interest to all refunds, rebates, credits, and other amounts (including any interest thereon), arising out of the performance of the said Contract, 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 A.I.D. Paying Office checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said Contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government 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 the Government to represent him at any hearing, trial, or other proceeding, arising out of such claim or suit.

IV. CERTIFICATIONS

1. IN WITNESS WHEREOF, this release and/or assignment has (have) been executed this day.

* WITNESSES	CONTRACTOR	
(1) _____	BY	_____
(2) _____	TITLE	DATE
	_____	_____

* In the case of a corporation, the signatures of two witnesses are not required, but the certificate below must be completed.

CORPORATE CERTIFICATE

2. I, _____ certify that I am the _____ (official title) of the corporation named as Contractor in the foregoing release and/or assignment; that _____ who signed said release and/or assignment on behalf of the Contractor was the _____ (official title) of the said corporation; that said release and/or assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

AID 1420-40 (11-72)

Specified claims applicable to Section II.1. of the Contractor's Release are to be set forth in the space provided below.

INSTRUCTIONS TO CONTRACTOR

* This form may be used for three purposes:

- a. As a Contractor's Release.
- b. As an Assignment of Refunds, Rebates, Credits, and Other Amounts.
- c. As both a Contractor's Release and an Assignment of Refunds, Rebates, Credits, and other Amounts.

* In completing Section I., the Contractor is to indicate the purpose (see 1. above) for which he is submitting the completed form as follows:

- a. Contractor's Release Check only the release box in Section I.4, and if a corporation complete the Certificate in Section IV.2.
- b. Assignment of Refunds, Check only the assignment box in Rebates, Credits and Section I.4. and if a corporation Other Amounts complete the Certificate in Section IV. 2.
- c. As both a Contractor's Check the both box in Section I.4. Release and an and if a corporation complete the Assignment of Refunds, Certificate in Section IV.2. Rebates, Credits and Other Amounts

* The form is to be completed in triplicate as follows:

- a. ORIGINAL AND DUPLICATE When completed, forward these to the cognizant A.I.D. Contracting Officer.
- b. TRIPLICATE Contractor's retain copy

1. The Contractor is responsible for filling in all the information requested on the form. Use the space provided in Section V. for listing outstanding claims as requested in Section II.1. of the form.
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ATTACHMENT I

September 20, 1989

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

September 14, 1989

MEMORANDUM

TO: GC/LE, Gary M. Winter

FROM: OP/PS/OCC, James J. Deery

SUBJECT: Contract or Grant Officer Final Decision; Legal Review of
In a telephone conversation between Richard C. Beans and yourself
in late August 1989, Mr. Beans advised the following:

(a) In the procedure followed by OP/PS/OCC in Contract Grant
closeouts we must receive certain information from the
contractors or grantee's.

b) On many occasions we have written a basic letter requesting
the required information along with several follow-ups with
no response ever being received.

It is our desire in these type situations to establish a procedure
which will include a standardized type final decision wherein each such
final decision will not have to be cleared on an individual basis by
GC.

Such final decision will state we have written to the
contractor/grantee several times with no response (provide dates of
correspondence). we will therein issue a final decision establishing
the final price of the Contract/Grant at the total disbursed amount.

This action will elicit the desired information to permit orderly
closeout of the contract or grant or close the administrative remedy
available to the contractor or grantee after (90) days and permit
orderly closeout of the contract or grant.

You agreed to this procedure provided the last follow-up request
for the required information included a notice to the effect that
failure to-respond within 15 days would result in the issuance of a
Contracting Officer or Grant Officer final decision establishing the
price at disbursed figure.

This procedure will be followed on a continuing basis and permit
the closeout of Contracts/Grants on which we have been unable to obtain
a response to our requests for required information.

CONCURRENCE: GC/LE, Gary M. Winter

cc: Gary Bission GC/CCM