

Contractor's Closing Statement
Per FAR 4.804-5(a)(13)

CONTRACT NO: _____
DELIVERY OR TASK ORDER NO: _____

Dear Contractor,

Per FAR 4.804-5(a)(13) we are required to document a "Contractor's Closing Statement".
Our records indicate the following: (check to indicate your agreement)

1. ☐ all commodities or services have been delivered or performed and accepted
2. ☐ all invoices submitted have been paid
3. ☐ there are no outstanding invoices or issues

We are ready to close this contract and de-obligate any remaining funds. Please confirm that our records are in agreement with yours. If we do not hear from you within 7 days, we will continue with the closeout of this contract.

Concur / Do Not Concur

Contractor's Name / Signature
Contractor's Title
Firm Name

Please complete and return to the contracting officer within seven calendar days after receipt of final payment. Please submit in PDF format via email attachment to charlene.duncan@va.gov.

Received / Not Received

Charlene Duncan, Contracting Officer
VHA NCO 20 Construction Branch 2

Date

CONTRACTOR'S RELEASE OF CLAIMS

CONTRACT NO: _____

DELIVERY OR TASK ORDER NO: _____

Pursuant to the terms of Contract / Task Order No. _____ and in consideration of the sum of _____ Dollars (\$ _____), which has been or is to be paid under the said contract to _____ (hereinafter called 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 arising out of or under this contract, subject only to the following exceptions:

1. Specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by the contractor, as follows:

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the contractor to third parties arising out of the performance of this contract, which are not known to the contractor on the date of the execution of this release, and of which the contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and
3. Claims for reimbursement of costs (other than expenses 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 contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, to comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense of prosecution and of litigation.

CONTRACTOR'S RELEASE OF CLAIMS

continued

CONTRACT NO: _____

DELIVERY OR TASK ORDER NO: _____

IN WITNESS WHEREOF, this release of claims has been executed this _____ day of _____, _____.

[Contractor Name] _____

BY: _____

TITLE: _____

Witnesses: _____

(1) _____

(2) _____

(NOTE: In the case of a corporation, witnesses are not required, but the certificate, below, must be completed.)

CERTIFICATE

I, _____ [name], certify that I am the _____ [official title] of the corporation named as Contractor in the foregoing release; that _____ [name], who signed said release on behalf of the Contractor was the _____ [official title] of said Corporation; that said release 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.

Signed: _____

(CORPORATE SEAL)