

**INVOICE DETAILS, SUBSTANTIATION, AND TITLE**

**Seller shall provide to Buyer's Authorized Procurement Representative the following:**

**A. Requirements applicable to line items funded by the U.S. Government.**

Seller shall comply with the following invoicing requirements by invoice line item for each part and / or service funded by the U.S. Government:

**1. Invoice Details Requirement**

- a. Invoices for Seller claimed allowable costs submitted in accordance with the Allowable Cost and Payment Clause (FAR 52.216-7) of this Contract shall, at a minimum, display a summary breakout of costs by major element (e.g., labor, material, travel, and other direct costs).
- b. Invoices for fees associated with the above line items, shall state the basis for such fee (e.g., identify the costs associated with the claimed fee, the period of performance).
- c. Invoices for fixed hourly rates (i.e., Labor Hour and/or Fixed Price Level of Effort type Contracts where the Contract hourly rate includes all elements of cost, factory burden, general expense and profit) shall display the labor hours, categories of labor and hourly rates as specified in the Contract.

**2. Invoice Substantiation Requirement**

***Individual Invoice Substantiation***

Seller shall provide:

- a. Individual job time cards, summary time sheets or by-name reports, receipts for travel expenses, supplier invoices for material, and back up data for any other costs;

**Or**

- b. The following statement signed by Seller's Controller or designee:

I certify that the foregoing is a true and correct statement of the hours and other costs incurred in performance of Contract number \_\_\_\_\_.

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_____	_____
Print Name	Print Title
_____	_____
Signature	Date

**And**

c. The following statement signed by Seller’s duly authorized representative:

By Seller’s submittal of invoices for payment hereunder, Seller certifies that (1) its accounting systems are adequate to generate invoices for costs that are reasonable, allowable, and allocable to the Contract; (2) it has supporting records for each invoice that are accurate to include individual daily job timekeeping records and records that verify the employees meet the qualifications for the labor categories specified in the Contract; (3) it agrees that those records will be maintained for a period of time equivalent to that period of time Buyer is required by applicable law and regulation to have those records available for government review as set out in the other clauses of this Contract; and (4) such records shall be made available to Buyer and/or the Government in accordance with the Financial Records and Audit article of this Contract.

_____	_____
Print Name	Print Title
_____	_____
Signature	Date

***Annual Substantiation for Final Indirect Cost Rate Proposals***

If Seller has established final indirect cost rates with the U.S. Government, Seller shall on an annual basis and within 6 months of the conclusion of Seller’s fiscal year, submit to the designated U.S. Government representative its final indirect cost rate proposals for the purpose of ensuring adequate and accurate billings. At least annually, Seller shall provide Buyer with a statement that Seller has submitted its final annual indirect cost rate proposal to the U. S. Government. The statement shall identify the period for which the rate proposal has been submitted. At least annually with respect to such indirect cost rate proposal, Seller shall submit a statement to Buyer indicating whether Seller has a written understanding with the U. S. Government, which includes the specific annual contractor fiscal year included in such written understanding, and the indirect cost elements included in such written understanding.

**B. Requirements applicable to line items not funded by the U.S. Government.**

Seller shall comply with the following invoicing requirements for all line items not funded by the U.S. Government:

**1. Invoice Details Requirement**

- a. At a minimum, invoices for Seller claimed allowable costs within the Contract shall display a summary breakout of costs by major element (e.g., labor, material, travel, and other direct costs).
- b. Fee(s) associated with the above invoices shall state the basis for such fee(s) (e.g., identify the costs specifically associated with the claimed fee, the period of performance).
- c. Invoices for fixed hourly rates (Labor Hour and/or Fixed Price Level of Effort type Contracts where the hourly rate includes all elements of cost, factory burden, general expense and profit) shall display the labor hours, categories of labor and hourly rates as specified in this Contract.

**2. Invoice Substantiation Requirement**

Seller shall provide the following statement signed by Seller's Controller or designee with each invoice:

I certify that the foregoing is a true and correct statement of the hours and other costs incurred in performance of Contract number \_\_\_\_\_.

_____	_____
Print Name	Print Title
_____	_____
Signature	Date

**3. Title Transfer**

- a. Title vests in Buyer for all property acquired, fabricated by Seller in accordance with the financing provisions or other specific requirements for passage of title in this Contract. If a deliverable item is to be retained by Seller for use after inspection and acceptance by Buyer, it shall be made accountable to the Contract through a contract modification listing the item as Buyer-furnished property.

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- b. Title to all property purchased by Seller for which Seller is entitled to be reimbursed as a direct item of cost under this Contract shall pass to and vest in Buyer upon the vendor's delivery of such property.
- c. Title to all other property, the cost of which is reimbursable to Seller, shall pass to and vest in Buyer upon—
  - Issuance of the property for use in Contract performance;
  - Commencement of processing of the property for use in Contract performance; or
  - Reimbursement of the cost of the property by Buyer, whichever occurs first.