

## DISPUTES (GPO Clause June 2008)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613, and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Public Law No. 110-161).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety (90) days of receipt of a Contracting Officer's decision, to the U.S. Government Accountability Office Contract Appeals Board (GAO CAB), 441 G Street, NW, Room 7182, Washington, DC, 20548; Facsimile: 202-512-9749; E-Mail: CAB@gao.gov.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, interest shall be paid from the date that the Contracting Officer initially receives the claim. [A "defective certification" means a certificate which alters or otherwise deviates from the language in (d)(2)(iii) above, or which is not executed by a person duly authorized to bind the contractor with respect to the claim. Failure to certify shall not be deemed to be a defective certification.] Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-

month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(j) This contract clause, Disputes (GPO Clause June 2008), cancels and supersedes the contract clause, Disputes, set forth in GPO Publication 310.2, GPO Contract Terms, and all other references to the contract clause, Disputes. This contract clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

(End of clause)

**Attention: This contract clause, Disputes (GPO Clause June 2008), cancels and supersedes the contract clause, Disputes, set forth in GPO Publication 310.2, GPO Contract Terms, and all other references to the contract clause, Disputes. This contract clause also cancels and supersedes any other disputes language currently included in existing contractual actions.**

NOTE: THE ABOVE JUNE 2008 CLAUSE AND THE DATA IN **BOLD** WILL BE INCLUDED IN THE GPO'S PUBLIC WEBSITE AT ONE OR MORE VISIBLE LOCATIONS. THE CLAUSE WILL ALSO BE PLACED INTO OUR SPECS FOR INCLUSION IN ALL WRITTEN SOLICITATIONS.