52.233-1 Disputes.

As prescribed in 33.215 , insert the following clause:

Disputes (*May* 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, 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 $100,000 is not a *claim* under 41 U.S.C chapter 71 until certified. A voucher, *invoice*, or other routine request for payment that is not in dispute when submitted is not a *claim* under 41 U.S.C chapter 71. The submission *may* be converted to a *claim* under 41 U.S.C chapter 71, 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 $100,000.

(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 authorized to certify the *claim* on behalf of the Contractor."

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

(e) For Contractor *claims* of $100,000 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 $100,000, 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 or files a suit as provided in 41 U.S.C chapter 71.

(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, as defined in FAR 33.201, interest *shall* be paid from the date that the *Contracting Officer* initially receives the *claim*. 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*.

(End of clause)

Alternate I (Dec 1991). As prescribed in 33.215 , substitute the following paragraph (i) for paragraph (i) of the basic clause:

(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 or relating to the contract, and comply with any decision of the *Contracting Officer*.

Parent topic: 52.233 [Reserved]