

Contract Clauses

1. Contractual Responsibility.

Awards by GPO for printing, binding, and related services are the sole responsibility of GPO and not of its customer agencies. Modifications shall have no force or effect unless addressed before the fact to and subsequently confirmed in writing by the Contracting Officer. Failure to comply with this clause may be cause for nonpayment of additional costs incurred or rejection of the order.

2. Order of Precedence.

In the event of an inconsistency, the inconsistency shall be resolved by giving precedence in the following order: (a) specifications; (b) supplemental specifications; (c) solicitation provisions; (d) contract clauses; and (e) other provisions whether incorporated by reference or otherwise.

3. Workday.

(a) The term “workday” is defined as Monday through Friday of each week, exclusive of the days on which Federal Government holidays are observed. Also excluded are those days on which the Government Printing Office is not open for the transaction of business, such as days of national mourning, hazardous weather, etc.

(b) References to “days” other than “workdays” shall mean calendar days.

4. Changes.

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The contractor must submit any “proposal for adjustment” (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted anytime before final payment.

(d) If the contractor’s proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

5. Disputes.

(a) Except as otherwise provided, all disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall render a decision in writing and mail or otherwise furnish a copy to the contractor.

(b) “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 the contract. A claim arising under a contract is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the contractor seeking the payment of money exceeding \$50,000 shall not be a claim until certified as required by subparagraph (c)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted into a claim 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.

(c)(1) A claim by the contractor shall be made in writing and submitted 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.