

(2)(i) Contractors shall provide the certification specified in subparagraph (c)(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.

(d) 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.

(e) The decision of the Contracting Officer shall be final and conclusive unless, within 90 days from the date of receipt of such copy, the contractor mails or otherwise furnishes a written notice of appeal to the Government Printing Office Board of Contract Appeals.

(f) The decision of the Board shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

(g) In connection with any appeal under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with performance and in accordance with the Contracting Officer's decision.

(h) This clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (d); provided, that nothing shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(i) The contractor shall proceed diligently with performance of the 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.

6. Subcontracts.

(a) The contractor may make contracts with any other party for the furnishing of any part of the supplies or work called for, with the exception that the predominant production function required in the performance of the contract shall not be subcontracted. If the predominant production function is other than presswork, it shall be so identified in the specifications.

(b) The term "Presswork" includes, but is not limited to digital imaging, laser, inkjet, and bubblejet printing.

7. Government Furnished Property (GFP).

The contractor is required to examine the furnished property immediately upon receipt. If at that time there is disagreement with the description or the requirements as presented in the specification (or print order/GPO Form 2511), and prior to the performance of any work, the contractor shall contact the U.S. Government Printing Office, Central Office Printing Procurement Division, Washington, DC 20401, or the originating Regional Printing Procurement Office, and contest the description. (Failure to examine the GFP/specifications and bring any discrepancies to the attention of the Contracting Officer will not relieve the contractor of responsibility to perform.) The Contracting Officer will then investigate and make a determination which will be final. If the decision is reached that the original description is proper, the contractor will be required to proceed with the work. Failure to agree to the description shall be a dispute within the meaning of the Disputes clause. If the decision is reached that the description is erroneous, the Contracting Officer will proceed in one of the following manners:

(a) In the case of sealed bids, either an equitable adjustment will be negotiated with the contractor or the order will be terminated.

(b) In the case of a print order placed through a term contract, an equitable adjustment will be negotiated and a supplemental agreement issued. However, in multiple award contracts where GPO determines contractor sequence on each print order, GPO will recompute the print order sequence using the revised specifications. If this results in a different contractor having the overall low cost for that print order, the order may be terminated in accordance with the Termination for the Convenience of the Government clause and, if terminated, will be offered to the new low contractor.

(c) The Contracting Officer may at his/her option, when requested, furnish the contractor with