

JOHN H. ~~HA~~  
JUNE L. \_\_\_\_\_

**DEPARTMENT OF THE AIR FORCE**  
HEADQUARTERS WARNER ROBINS AIR LOGISTICS CENTER (AFMC)  
ROBINS AIR FORCE BASE, GEORGIA 31098-1662



24 OCT 1995

BF 9.96

MEMORANDUM FOR WR-ALC/PK

FROM: WR-ALC/JAN  
215 Page Road, Ste 186  
Robins AFB GA 31098-1662

SUBJECT: Change in Definition of Contractor Claim

1. In a recent court decision, the Court of Appeals for the Federal Circuit held that a claim for the purpose of the Contract Disputes Act is defined by FAR 33.201 and does not require a pre-existing dispute as to either amount or liability when the contractor submits a non-routine written demand seeking, as a matter of right, the payment of money in a sum certain. Reflectone, Inc. v. Dalton, 60 F. 3d 1572 (Fed Cir 1995). The preexisting dispute rule still applies to a "voucher, invoice, or other routine request for payment."

2. This ruling essentially means that all nonroutine requests for payment, such as a request for equitable adjustment, by a contractor must now be considered a claim for purposes of the Contract Disputes Act, if it otherwise meets other requirements of FAR Part 33. It should be noted that FAR 33.207 was recently amended to raise the certification level for a claim from \$50,000 to \$100,000. Treating these demands by contractors as claims means that contracting officers need to follow FAR 33.211 in answering the contractor's demand, as it relates both to the form of a decision and the time standards required for a decision. It should also be noted that FAR 33.211(c) was also amended to require a contracting officer's decision in 60 days after receipt of any claim for \$100,000 or less.

*Lawrence W. Kelly*  
LAWRENCE W. KELLY  
Attorney Advisor  
Acquisition Law Services Division

*[Handwritten signature]*  
✓

Atch 96-1B (FAR 33) ✓ Post to FAR 33.201 and 33.211(c) by circling the references and noting in the margin: "See 70-41, atch 96-1B." Then file this atch behind the sups to FAR 33.

Col F *[initials]*  
10-26-95  
10-27-95