52.233-3 Protest after Award.

As prescribed in 33.106(b), insert the following clause:

Protest after Award (Aug 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the *Contracting Officer may*, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order *shall* be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor *shall* immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stop-page. Upon receipt of the final decision in the protest, the *Contracting Officer shall* either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the *Termination for Convenience* of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor *shall* resume work. The *Contracting Officer shall* make an equitable adjustment in the delivery schedule or contract price, or both, and the contract *shall* be modified, *in writing*, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the *Contracting Officer* decides the facts justify the action, the *Contracting Officer may* receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the *Contracting Officer shall* allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the *Contracting Officer shall* allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government *may* require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government *may* collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

Alternate I (June1985). As prescribed in 33.106 (b), substitute in paragraph (a)(2) the words "the Termination clause of this contract" for the words "the Default, or the *Termination for Convenience* of the Government clause of this contract." In paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that *may* be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

Parent topic: 52.233 [Reserved]