

(f) (1) If the unit determines that it is responsible for a portion but not all of the amount claimed by the contractor, subject to the terms of the contract, the unit shall pay the undisputed amount.

(2) Payment of the undisputed amount:

(i) is not an admission of the liability of the unit on the claims; and

(ii) does not preclude recovery of the amount paid if it subsequently is determined that the determination of the unit was not correct.

(g) (1) A decision not to pay a contract claim is a final action for the purpose of appeal to the Appeals Board.

(2) The failure to reach a decision within the time required under subsection (c) of this section may be deemed, at the option of the contractor, to be a decision not to pay the contract claim.

(h) At the time of final payment, the unit shall:

(1) release the retainage due to the contractor; and

(2) pay any interest that:

(i) has accrued on the retainage from the time of payment of the semifinal estimate; and

(ii) is due and payable to the contractor.

15-219.1.

(A) (1) A UNIT MAY ASSERT A CONTRACT CLAIM AGAINST A CONTRACTOR BY SENDING WRITTEN NOTICE TO THE CONTRACTOR AND THE PROCUREMENT OFFICER THAT STATES:

(I) THE BASIS FOR THE CONTRACT CLAIM;

(II) TO THE EXTENT KNOWN, THE AMOUNT, OR THE PERFORMANCE OR OTHER ACTION, REQUESTED BY THE UNIT IN THE CONTRACT CLAIM; AND

(III) THE DATE BY WHICH THE CONTRACTOR IS REQUIRED TO PROVIDE A WRITTEN RESPONSE TO THE CONTRACT CLAIM.

(2) ON RECEIPT OF A CONTRACT CLAIM FROM A UNIT, A PROCUREMENT OFFICER:

(I) SHALL REVIEW THE SUBSTANCE OF THE CONTRACT CLAIM;

(II) MAY REQUEST ADDITIONAL INFORMATION OR SUBSTANTIATION THROUGH AN APPROPRIATE PROCEDURE; AND

(III) MAY DISCUSS OR, IF APPROPRIATE, NEGOTIATE THE CONTRACT CLAIM WITH THE UNIT OR CONTRACTOR.