

Government Clauses– Fixed Price, Labor-Hour and Time and Material Orders for Non-Commercial Supplies and Services PURCH-2003

These terms are incorporated in ARETÉ ASSOCIATES (Buyer’s) Order for items or services that do not meet the definition of Commercial as found in FAR 2.101 and FAR Part 12, when purchased under a government contract. The FAR and DFARS clauses cited below are incorporated herein by reference at the effective version found in Buyer’s Contract. The listed FAR and DFARS clauses are incorporated herein as if set forth in full text. FAR and DFARS clauses shall be interpreted to reflect the relationship between the Buyer and Seller. Whenever said clauses include a requirement for the resolution of disputes between the parties in accordance with the “Disputes” clause herein, the dispute shall be disposed of in accordance with the General Terms and Conditions clause entitled “Disputes” in this Order. Seller agrees that upon the request of Buyer it will negotiate in good faith with Buyer relative to amendments to this Order to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contractor with the provisions of amendments to such Prime Contract. If any such amendment to this Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Order, an equitable adjustment shall be made pursuant to the General Terms and Conditions “Changes” clause of this Order. If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that buyer, acting on its own behalf, may modify or limit any rights the government may have to authorize the Contractor’s use of such Furnished items in support of other U.S. government prime contracts. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by FAR and DFARS” be included.

Where necessary to derive proper meaning in a subcontract situation from these clauses, “Contractor” means “Seller,” “Contracting Officer” means “Buyer,” “Contract” means this Order and “Government” means “Buyer or the Government.” However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, (2) when title to property is to be transferred directly to the Government, and (3) in FAR 52.227-1, 52.227-2, and DFARS 252.227-7013 and 252.227-7014.

FAR Clauses Applicable to Orders at Any Dollar Value					
52.202-1	Definitions	52.222-1	Notice to the Government of Labor Disputes	52.227-10	Filing of Patent Applications - Classified Subject Matter
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act	52.222-21	Prohibition of Segregated Facilities (applies when 52.222-26 applies)	52.227-11	Patent Rights - Ownership by the Contractor (applicable when this Order includes experimental, developmental, or research work)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation	52.222-26	Equal Opportunity	52.227-14	Rights in Data - General (Does not apply if DFAR 252--227-7013 applies)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.222-41	Service Contract Act of 1965 (Applies if this Order is subject to the Service Contract Act.)	52.227-19	Commercial Computer Software-Restricted Rights in Data – SBIR Program (paragraph (g) applies to subcontractors)
52.204-9	Personal Identity Verification of Contractor Personnel (applicable only if performance of this Order requires Subcontractor to have routine (as opposed to intermittent) physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.	52.222-50	Combating Trafficking in Persons	52.227-20	Payments under Time-and-Materials and Labor-Hour Contracts
52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards (subparagraph (c)(1) does not apply)	52.222-51	Exemption from Application of Service Contract Act for Maintenance, Calibration, or Repair or Certain Equipment – Requirements	52.232-7	Providing Accelerated Payments to Small Business Subcontractors
52.204-19	Incorporation by Reference of Representations and Certifications	52.222-53	Exemption from Application of Service Contract Act for Certain Services – Requirements	52.233-3	Protest After Award
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	52.222-55	Minimum Wages Under Executive order 13658 (applies when this Order is subject to 52.222-41)	52.233-4	Applicable Law for Breach of Contract Claim
52.211-5	Material Requirements (incorporates Seller’s certification included in Seller’s proposal)	52.222-62	Paid Sick Leave (Executive Order 13706)	52.234-1	Industrial Resources Developed under Defense Production Act Title III
52.211-15	Defense Priority and Allocation Requirements	52.223-3	Hazardous Material Identification and Material Safety Data	52.236-13	Accident Prevention
52.215-17	Waiver of Facilities Capital Cost of Money (Applies only if this Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its offer.)	52.223-7	Notice of Radioactive Materials (In paragraph (a), insert "thirty (30)" in the blank.)	52.237-2	Protection of Government Buildings, Equipment and Vegetation (Applies if work is performed on a Government installation.)
		52.223-11	Ozone-Depleting Substances	52.243-1	Changes – Fixed Price
		52.225-1	Buy American Act – Supplies	52.243-3	Changes—Time-and-Materials or Labor-Hours
		52.225-8	Duty Free Entry (Applies if work will be imported into the Customs Territory of the United States.)	52.244-6	Subcontracts for Commercial Items
		52.225-13	Restrictions on Certain Foreign Purchases	52.245-1	Government Property (Applicable to any Order where Government Property is provided to Seller. In the phrases “Government Property”, “Government furnished Property”, and in the references to title to property, “Government” shall not mean “Buyer”. The following is added
		52.225-26	Contractors Performing Private Security Functions Outside the U.S.		
		52.226-1	Utilization of Indian Organizations and Indian–Owed Economic Enterprises.		
		52.227-3	Patent Indemnity (Applies only if the Prime Contract contains this clause.)		

	to paragraph (n): "Seller shall provide to Areté immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required."	52.203-7	Anti-Kickback Procedures (excluding (c)(1)) (Seller shall immediately notify Buyer of any alleged violations involving any of Buyer's or Seller's employees)	52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (rights and obligations under this clause shall survive completion of the Work and final payment under this Order)
		52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	52.215-12	Subcontractor Cost or Pricing Data
		52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	52.215-13	Subcontractor Cost or Pricing Data – Modifications
52.247-63	Preference for U.S.-Flag Air Carriers (applicable to this Agreement and all lower-tier subcontracts that involve international air transportation)	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.215-15	Pension Adjustments and Asset (Applies if this Contract meets the applicability requirements of FAR 15.408(g))
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Applies if this Contract meets the applicability requirements of FAR 15.408(j))
52.249-14	Excusable Delays	52.203-16	Preventing Personal Conflicts of Interest for Contractor Employees Performing Acquisition Functions	52.215-19	Notification of Ownership Changes (Applies if this Contract meets the applicability requirements of FAR 15.408(k))
52.249-1	Termination for Convenience of the Government (Short Form) applicable to orders under \$150,000)	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Paragraph a)(2) Contracting Officer shall only mean Government Contracting Officer)
	<u>FAR Clauses Applicable</u>	52.215-2	Audit and Records – Negotiation		
	<u>- If This Order Exceeds \$3,500.</u>	52.215-14	Integrity of Unit Prices		
52.222-3	Convict Labor (Applicable to orders over \$3,000)	52.219-8	Utilization of Small Business Concerns		
52.222-19	Child Labor – Cooperation with Authorities and Remedies	52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation, (applicable when the contract may require or involve more than incidental employment of laborers or mechanics)	52.215-23	Limitation on Pass-Through Charges (Applies if the prime contract is issued by the Department of Defense. Does not apply to those Orders that meet the criteria of 15.408(n)(2)(i)(B)(2).)
52.222-54	Employment Eligibility Verification				
52.223-18	Encouraging Contractor Policy to Ban Text Messaging while Driving				
	<u>- If This Order Exceeds \$10,000.</u>	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	52.230-2	Cost Accounting Standards (excluding its paragraph (b)).
52.222-40	Notification of Employee Rights under the National Labor Relations Act			52.230-3	Disclosure and Consistency of Cost Accounting Practices (excluding its paragraph (b))
	<u>-If This Order Exceeds \$15,000.</u>	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	52.230-6	Administration of Cost Accounting Standards (Large Businesses only) (Applies if FAR 52.230-3, 52.320-3, 52.23-4, or 52.230-5 applies)
52.222-20	Walsh-Healey Public Contracts Act				
52.222-36	Affirmative Action for Workers with Disabilities				
	<u>- If This Order Exceeds \$25,000.</u>	52.223-6	Drug Free Workplace		
52.204-11	American Recovery and Reinvestment Act – Reporting Requirements (applicable only if ARRA funding is indicated on the face of the Order)	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	<u>-if this Order exceeds \$1,000,000.</u>	
52.222-19	Child Labor – Cooperation with Authorities and Remedies	52.242-13	Bankruptcy	52.243-7	Notification of Changes (Insert "10 calendar days" in the spaces provided in paragraphs (b) and (d))
	<u>- If This Order Exceeds \$35,000.</u>	52.244-5	Competition in Subcontracting		
52.209-6	Protecting Government Interests When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (This clause does not apply to COTS items))	52.248-1	Value Engineering	<u>-if this Order exceeds \$5,500,000 and the Performance Period is 120 days or more.</u>	
		52.249-2	Termination for the Convenience of the Government (in place of 52.249-1)	52.203-13	Contractor Code of Business Ethics and Conduct
			<u>-if this Order exceeds \$500,000</u>	52.203-14	Display of Hotline Poster(s)
		FAR 52.222-59	Compliance with Labor Laws (Executive Order 13673)		
		FAR 52.222-60	Paycheck Transparency (Executive Order 13673)		
			<u>-if this Order exceeds \$750,000</u>		
52.203-3	Gratuities	52.215-10	Price Reduction for Defective Cost or Pricing Data (rights and obligations under this clause shall survive completion of the Work and final payment under this Order)	252-203-7003	Agency Office of the Inspector General (Applies when FAR 52.203-13 applies to this Order)
52.203-5	Covenant Against Contingent Fees			252.204-7000	Disclosure of Information (In paragraph (b), change "45" days to "60" days.)
52.203-6	Restrictions on Subcontractor Sales to the Government				

252.204-7008	Requirements for Contracts Involving Export-Controlled Items	252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program	252.247-7023	Transportation of Supplies by Sea (Applies only where Seller, or its lower-tier suppliers, will ship supplies by sea. Seller agrees to indemnify and hold the Buyer harmless against any loss, damage or expense suffered by the Buyer as a result of Seller's failure to comply with the requirements of this clause.) (150 is the threshold)
252.204-7009	Requirements Regarding Potential Access to Export-Controlled Items	252.227-7019	Validation of Asserted Restrictions – Computer Software	252.247-7024	Notification of Transportation of Supplies by Sea <u>-if this Order exceeds \$150,000.</u>
252.204-7012	Safeguarding of Unclassified Controlled Technical Information.	252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.211-7003	Item Unique Identification and Valuation (applicable unless specifically listed in this Order as excepted from this requirement)	252.227-7026	Deferred Delivery of Technical Data or Computer Software	252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country
252.211-7007	Reporting of Government-Furnished Property	252.227-7027	Deferred Ordering of Technical Data or Computer Software	252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism <u>-if this Order exceeds \$500,000.</u>
252.223-7001	Hazard Warning Labels (applicable when Agreement requires delivery of hazardous materials)	252.227-7030	Technical Data – Withholding of Payment	252.226-7001	Utilization of Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns <u>-if this Order exceeds \$700,000.</u>
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	252.227-7037	Validation of Restrictive Markings on Technical Data	252.249-7002	Notification of Anticipated Contract Termination or Reduction <u>-if this Order exceeds \$750,000.</u>
252.223-7008	Prohibition of Hexavalent Chromium	252.227-7038	Patent Rights – Ownership by the Contractor (applicable if Seller is not a small business or nonprofit organization subject to FAR 52.227-11 and the Order is for experimental, developmental, or research work)	252.215-7000	Pricing Adjustments (Applicable when FAR 52.215-11, -12, -13 are included) <u>-if this Order exceeds \$1,000,000.</u>
252.225-7001	Buy American Act and Balance Of Payments Program (applies if the Work contains other than domestic components; applies in lieu of FAR 52.225-1)	252.227-7039	Patents-Reporting of Subject Inventions	252.222-7006	Restriction on the use of Mandatory Arbitration Agreements. The certification in paragraph (b)(2) applies to both Seller in its own capacity and to Seller's covered subcontractors. <u>-if this agreement exceeds \$5,500,000.</u>
252.225-7002	Qualifying Country Sources as Subcontractors	252.231-7000	Supplemental Cost Principles	252.203-7004	Display of Fraud Hotline Poster(s)
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Applies if Seller is supplying items on the U.S. Munitions List)	252.239-7000	Protection Against Compromising Emanations (Applicable when Agreement involves information technology requiring protection of compromising emanations)		
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals. (Applicable if the Work contains specialty metals. Paragraph (d) and paragraph (e)(1) are excluded.	252.243-7001	Pricing of Contract Modifications		
252.225-7012	Preference for Certain Domestic Commodities	252.244-7000	Subcontracts for Commercial items		
252.225-7013	Duty-Free Entry (Applies in lieu of FAR 52.225-8)	252.244-7001	Contractor Purchasing System Administration (The notification requirement of paragraph (c)(24)(ii) applies)		
252.225-7036	Buy American Act - Free Trade Agreement - Balance of Payments Program	252.245-7001	Tagging, Labeling and Marking of Government Furnished Property (any specified reporting dates are decreased by 30 days)		
252.227-7013	Rights in Technical Data – Non-Commercial Items (applies in lieu of FAR 52.227-14)	252.246-7001	Warranty of Data		
252.227-7014	Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation(applies in lieu of FAR 52.227-14)	252.246-7003	Notification of Potential Safety Issues		
252.227-7015	Technical Data - Commercial Items (applies when Seller is required to deliver technical data pertaining to commercial items, components, or processes developed in part at private expense and shall be included in any lower tier subcontracts)	252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (applies to all Orders for electronic parts, end items, components, parts, or assemblies containing electronic parts, or services where the Seller will supply electronic parts, end items, components, parts or assemblies as part of the service)		
252.227-7016	Rights in Bid or Proposal Information				
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions				