

Government Clauses– Cost Reimbursement Orders for Non-Commercial Supplies and Services PURCH-2005

These terms are incorporated in ARETÉ ASSOCIATES (Buyer) 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. Unless otherwise noted, communication/ notifications required from/to Seller to/from the U.S. government's Contracting officer shall be through Buyer. 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 Contract, or 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		years is changed to 5 years. The references to government entities in paragraph (d) are unchanged.	52.225-5	Trade Agreements (Applies if the Work contains other than US made or designated country end products as specified in the clause.)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act	52.216-8	Fixed Fee (excluding the last two sentences of the clause).	52.225-8	Duty Free Entry
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation	52.222-1	Notice to the Government of Labor Disputes	52.225-13	Restrictions on Certain Foreign Purchases
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.222-2	Payment for Overtime Premiums (insert zero in the blank)	52.225-26	Contractors Performing Private Security Functions Outside the U.S.
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.	52.222-26	Equal Opportunity	52.227-10	Filing of Patent Applications - Classified Subject Matter
52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards (subparagraph (c)(1) does not apply)	52.222-21	Prohibition of Segregated Facilities	52.227-11	Patent Rights - Ownership by the Contractor
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	52.222-41	Service Contract Act	52.227-14	Rights in Data - General (Does not apply if DFAR 252-227-7013 applies)
52.211-5	Material Requirements (incorporates Seller's certification included in Seller's proposal)	52.222-50	Combating Trafficking in Persons	52.227-19	Commercial Computer Software License
52.211-15	Defense Priority and Allocation Requirements	52.222-51	Exemption from Application of Service Contract Act for Maintenance, Calibration, or Repair or Certain Equipment – Requirements	52.227-20	Rights in Data – SBIR Program (paragraph (g) applies to subcontractors)
52.215-17	Waiver of Facilities Capital Cost of Money (applies when cost of money was not proposed by Seller)	52.222-53	Exemption from Application of Service Contract Act for Certain Services – Requirements	52.232-20	Limitation of Cost (applies when Order is fully funded)
52.216-7	Allowable Cost and Payment (The blank in paragraph (a)(3) is completed with "the 30 th " unless otherwise specified in this Order. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) six	52.222-55	Minimum Wages Under Executive Order 13658 (when Order is subject to the Service Contract Labor statutes and FAR 52.222-41 applies)	52.232-22	Limitation of Funds (applies when Order is not fully funded)
		52.222-62	Paid Sick Leave (Executive Order 13706)	52.232-40	Providing Accelerated Payments to Small Business Subcontractors
		52.223-3	Hazardous Material Identification and Material Safety Data	52.233-3	Protest After Award
		52.223-7	Notice of Radioactive Materials (In paragraph (a), insert "thirty (30)" in the blank.)	52.233-4	Applicable Law for Breach of Contract Claim
		52.223-11	Ozone-Depleting Substances	52.234-1	Industrial Resources Developed under Defense Production Act Title III
		52.225-1	Buy American Act – Supplies (applies if Work contains other than domestic components)	52.236-13	Accident Prevention
				52.243-2	Changes – Cost Reimbursement
				52.244-5	Competition in Subcontracting
				52.244-6	Subcontracts for Commercial Items

52.245-1	Government Property. 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 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."	52.222-19	Child Labor – Cooperation with Authorities and Remedies - This Order Exceeds \$35,000.	52.247-63	Preference for U.S.-Flag Air Carriers (applicable to this Order and all lower-tier subcontracts that involve international air transportation)
		52.209-6	Protecting Government Interests When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment -This Order exceeds \$150,000 (Exceptions as noted).	52.248-1	Value Engineering -This Order exceeds \$500,000
		52.203-3	Gratuities	52.222-59	Compliance with Labor Laws (Executive Order 13673)
		52.203-5	Covenant Against Contingent Fees	52.222-60	Paycheck Transparency (Executive Order 13673) -This Order exceeds \$750,000
		52.203-6	Restrictions on Subcontractor Sales to the Government	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)
52.247-63	Preference for U.S.-Flag Air Carriers (applicable to this Order and all lower-tier subcontracts that involve international air transportation)	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).
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	52.215-12	Subcontractor Cost or Pricing Data
52.247-67	Submission of Transportation Documents for Audit	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	52.215-13	Subcontractor Cost or Pricing Data – Modifications
52.248-1	Value Engineering (Substitute "Buyer" for "Contracting Officer" and "Government" throughout, except where used in the term "Government costs" and in paragraph (m) where "Government" shall mean "Government and/or Buyer.")	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))
		52.203-12	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))
62.249-6	Termination (Cost Reimbursement). Substitute 90 days for 120 days and 90-day for 120-day in paragraph (d). Substitute 180 days for 1 year in paragraph (f). Settlements and payments under this clause may be subject to the approval of the Government CO. The right of appeal, timely appeal, and on an appeal shall mean the right to proceed under the Disputes clause of this Order.	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))
		52.203-17	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)
		52.215-2	Audit and Records – Negotiation	52.230-2	Cost Accounting Standards (excluding its paragraph (b)).
		52.215-14	Integrity of Unit Prices (excluding its paragraph (b))	52.230-3	Disclosure and Consistency of Cost Accounting Practices (excluding its paragraph (b))
		52.215-23	Limitation on Pass-Through Charges	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)
52.249-14	Excusable Delays	52.219-8	Utilization of Small Business Concerns		-This Order exceeds \$1,000,000 (Exceptions as noted).
		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)	52.243-7	Notification of Changes (Insert "10 calendar days" in the spaces provided in paragraphs (b) and (d))
		52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans		
		52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans		
		52.223-6	Drug Free Workplace		
		52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement		
		52.242-13	Bankruptcy		

FAR Clauses Applicable If:

- This Order Exceeds \$3,500.

52.222-3	Convict Labor
52.222-54	Employment Eligibility Verification
52.223-18	Encouraging Contractor Policy to Ban Text Messaging while Driving

- This Order Exceeds \$10,000.

52.222-40	Notification of Employee Rights under the National Labor Relations Act
-----------	--

- This Order Exceeds \$15,000

52.222-20	Walsh-Healey Public Contracts Act (orders over \$15K)
52.222-36	Affirmative Action for Workers with Disabilities

-This Order exceeds \$5,000,000 and the Performance Period is 120 days or more.

52.203-13	Contractor Code of Business Ethics and Conduct (Disclosures under this clause shall be made directly to the government entities identified in the clause)	252.225-7048
52.203-14	Display of Hotline Poster(s)	252.227-7014

DFARS Clauses - applicable if this Order is a lower-tier contract under a DOD Agency contract, AND:

-if this Order is any dollar value

252.203-7002	Requirements to Inform Employees of Whistleblower Rights	
252.203-7003	Agency Office of the Inspector General (Applies when FAR 52.203-13 applies to this Order)	252.227-7016
252.203-7004	Display of Fraud Hotline Poster(s)	252.227-7017
252.204-7000	Disclosure of Information (In paragraph (b), change "45" days to "60" days.)	252.227-7018
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	252.227-7019
252.204-7012	Safeguarding of Unclassified Controlled Technical Information.	252.227-7025
252.204-7015	Disclosure of Information to Litigation Support Contractors	252.227-7026
252.211-7003	Item Unique Identification and Valuation (applicable unless specifically listed in this Order as excepted from this requirement)	252.227-7027
252.211-7007	Reporting of Government-Furnished Property	252.227-7030
252.223-7008	Prohibition of Hexavalent Chromium	252.227-7037
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)	252.227-7038
252.225-7002	Qualifying Country Sources as Subcontractors	
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)	252.227-7039
		252.231-7000
		252.243-7001
		252.244-7000
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.	252.244-7001
		252.245-7001
252.225-7012	Preference for Certain Domestic Commodities	
252.225-7013	Duty-Free Entry (Applies in lieu of FAR 52.225-8)	
252.225-7043	Anti-Terrorism/Force Protection Policy for Defense Contractors Outside of the United States. ((Applies	252.246-7007

where Seller will be performing or traveling outside the US under this order)

Export-Controlled Items	
Rights in Technical Data – Non-Commercial Items (applies in lieu of FAR 52.227-14)	
Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation (applies in lieu of FAR 52.227-14)	252.246-7001
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)	252.246-7003
Rights in Bid or Proposal Information	252.247-7023
Identification and Assertion of Use, Release, or Disclosure Restrictions	
Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program	
Validation of Asserted Restrictions – Computer Software	252.247-7024
Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	
Deferred Delivery of Technical Data or Computer Software	
Deferred Ordering of Technical Data or Computer Software	
Technical Data – Withholding of Payment	
Validation of Restrictive Markings on Technical Data	
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).	
Patents-Reporting of Subject Inventions	
Supplemental Cost Principles	
Pricing of Contract Modifications	
Subcontracts for Commercial items	
Contractor Purchasing System Administration (The notification requirement of paragraph (c)(24)(ii) applies)	
Tagging, Labeling and Marking of Government Furnished Property (any specified reporting dates are decreased by 30 days)	
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)

Warranty of Data	252.246-7001
Notification of Potential Safety Issues	252.246-7003
Transportation of Supplies by Sea (Applies only where Seller, or its lower-tier suppliers, will ship supplies by sea. For orders under \$150,000, paragraphs (f) and (g) (inclusion of representation regarding ocean transportation in the final invoice) are excluded.)	252.247-7023
Notification of Transportation of Supplies by Sea	
<u>-if this Order exceeds \$150,000.</u>	
Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	252.203-7001
Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	252.209-7004
<u>-if this Order exceeds \$500,000.</u>	
Utilization of Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	252.226-7001
<u>-if this Order exceeds \$700,000.</u>	
Notification of Anticipated Contract Termination or Reduction	252.249-7002
<u>-if this Order exceeds \$750,000.</u>	
Pricing Adjustments (Applicable when FAR 52.215-11, -12, -13 are included)	252.215-7000
<u>-if this Order exceeds \$1,000,000.</u>	
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.	252.222-7006
<u>-if this Order exceeds \$5,500,000.</u>	
Display of Fraud Hotline Poster(s)	252.203-7004