

SWIFT TEXTILE METALIZING LLC
Terms and Conditions of Purchase

August 14, 2018

- 1. Applicability:** These terms and conditions are deemed to be incorporated into every purchase order issued by Swift Textile Metalizing LLC (“Buyer”) whether or not the purchase order makes specific reference to these terms and conditions. The term “Seller” as used herein means the party to whom Buyer has issued a purchase order. Acceptance of a purchase order issued by Buyer constitutes Seller’s agreement to all of these terms and conditions, except to the extent that the face of the purchase order expressly provides to the contrary. The purchase order issued by Buyer, together with these terms and conditions, constitutes the entire and sole agreement between Buyer and Seller with respect to the goods or services referred to in the purchase order. Any terms or conditions proposed by Seller that are inconsistent with, or in addition to, the terms and conditions of purchase herein contained shall be void and of no effect. To be effective against Buyer, any modification of these terms and conditions, other than on the face of the purchase order, must be agreed to by an authorized representative of Buyer in a writing that makes specific reference to these terms and conditions. When used herein, the terms this “order,” an “order” and “orders” refer to the purchase order that Buyer has issued to Seller, together with these terms and conditions. If this order shows on its face that it is placed under a Government contract or a subcontract or if Buyer otherwise notifies Seller that this order is placed under a Government contract or a subcontract certain clauses of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 2) and the Department of Defense FAR Supplement (DFARS) apply. These clauses are incorporated herein by reference, and they are contained as an attachment to this order.
- 2. Delivery; Notice of Labor Disputes or Other Excusable or Non-Excusable Delays:** Time is and shall remain of the essence of this order. No acts of Buyer, including acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return, at Seller’s risk and expense, late shipments, or shipments made in excess of Buyer’s orders or in advance of required schedules or (if such shipments are not refused or returned) to defer payment on such deliveries until scheduled delivery dates. Seller shall notify Buyer immediately, in writing, of any actual or potential labor dispute or other cause that delays or threatens to delay the timely performance of this order. In such event, Seller will update Buyer regarding delivery status from time to time, as necessary to fully inform Buyer of the status of all delays and the anticipated date of delivery. No such notice shall relieve or modify Seller’s obligation to render timely performance in accordance with the terms of this order.
- 3. Packing, Marking, Shipping, Packing Slips:** Seller shall pack, mark and ship all goods in accordance with the requirements of this purchase order and good commercial practices, and in a manner which will permit the securing of the best transportation rates. Damage to any article resulting from improper packaging will be charged to the Seller. No additional charges will be allowed for containers, crating, boxing, bundling, dunnage, drayage, storage or transportation thereof, unless stated in this purchase order.

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4. **Specifications, Warranty, Inspection:** Goods made in accordance with Buyer's specifications or drawings shall not be furnished or quoted to any other person or concern without the prior written consent of Buyer. In case of ambiguity in the specifications, drawings or other requirements of this order, Seller shall, before proceeding, consult Buyer, whose written interpretation shall be final. Seller warrants that all goods delivered or services rendered pursuant to this order shall be free of defects in workmanship, materials and design, and shall be in accordance in all respects with the design and, where applicable, the performance specifications, drawings and/or samples specified by Buyer. These warranties shall survive acceptance and payment. Seller shall be liable for and save Buyer harmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these written warranties. Seller shall provide Buyer with written certification that the raw materials utilized in the production of Buyer's goods are in full compliance with Buyer's specifications. Buyer shall have the right to inspect all goods before and after delivery but no such inspection shall relieve Seller of any obligation pertaining to this order. Seller shall provide Buyer with adequate facilities to perform an accurate inspection of the goods. Goods may be rejected by Buyer for nonconformance with Buyer's specifications. In addition to all other rights and remedies available to it, Buyer may require Seller to replace rejected goods or Buyer may accept any goods that conform to Seller's warranties and upon discovery of goods not so conforming may reject or keep and rework any such goods not so conforming. Cost of rework, inspection, transportation, repackaging, and/or reinspection by Buyer shall be at Seller's expense. Seller, at its expense, shall provide and maintain an inspection system that complies with all specifications stated in this order or, in the absence of such specifications, an inspection system that is acceptable to Buyer. Seller shall maintain complete inspection records for all goods including, without limitation, the results of such inspections and the disposition of non-conforming or rejected goods. Buyer shall have right to perform in-process inspections, audits and system surveillance of Supplier and associated sub-tier Suppliers / subcontractor's facilities, processes and documented information to verify conformance to the requirements of this order. Such right of access will extend to Government, statutory and regulatory agency representatives to perform compliance audits as required. Such audits will be done so at no cost to the Buyer or agencies involved.
5. **Product Quality and Safety:** Seller and its suppliers shall establish and maintain a quality management and counterfeit parts program consistent with current industry standards. To ensure product quality and safety, Seller shall establish and follow procedures to meet Buyer's provided specifications and ensure that appropriate personnel are made aware of their contribution to product and/or service conformity as well as their contribution to product safety.
6. **Design and Development Control:** Seller shall establish Design and Development control and ensure that no changes to design or process are made without approval from Buyer.
7. **Control of Production and Service Provision:** The buyer requires the seller to have implemented controlled conditions:
 - Have available or provide documentation that defines the characteristics of the products and services, and the results to be achieved.

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- Documented monitoring and measurement activities at appropriate stages to verify that criteria for control of processes and process outputs, and acceptance criteria for products and services, have been met. Documentation should include:
 - Acceptance and rejection criteria;
 - Where in the process sequence verification(s) are to be made;
 - Measurement results to be retained (minimum is acceptance or rejection);
 - Any specific equipment required and instructions for use
 - Notification of non-conforming processes, products and or services with buyer approval for disposition
- Use of statistically sound monitoring and measurement sampling plans which are appropriate for their use;
- The use, and control of suitable infrastructure and process environment;
- The availability and use of suitable monitoring and measuring resources;
- The competence and, where applicable, required qualification of people;
- The implementation of actions to prevent human error;
- The implementation of products and services release, delivery and post-delivery activities;
- Establishment of workmanship criteria;
- Accountability for all products during production;
- Control and monitoring of identified critical items, including key characteristics following established processes;
- Methods to measure variable data;
- Identification of in-process inspection points when adequate verification of conformity cannot be performed at later stages;
- Evidence that all production and inspection/verification operations have been completed as planned, or as otherwise documented and authorized;
- Provision for foreign object prevention, detection and removal;
- Control and monitoring of utilities and supplies to the extent they impact product conformity;
- Identification and recording of products released for subsequent production prior to completion of all monitoring/measuring to allow for any potential recall and/or replacement
- Provide test specimens for design approval, inspection and or audits; retain documented information for 10 years or as directed in writing by buyer.
- Report proposed process changes to include inspection, packaging, manufacturing, location of manufacture and obtain buyer advanced approval.

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8. **Buyer's Property:** All specifications, drawings, tools, jigs, dies, fixtures, materials and other items supplied by Buyer or paid for by Buyer pursuant to the terms of this order shall be and remain the property of Buyer (or of the United States Government if such is the case) and Seller shall clearly identify such items as the property of Buyer. Buyer shall have the right to enter Seller's premises and to remove them at any time without being guilty of trespass and without liability to Seller for damages of any sort. All such items shall be treated as confidential and proprietary to Buyer and shall be used only in the performance of work under this order, unless prior written consent has been given by an authorized representative of Buyer. The provisions of this Section 4 hereinabove set forth shall survive delivery and payment for the goods or services referred to in this order, and shall remain in full force until all said items are delivered to Buyer or otherwise disposed of with Buyer's written consent. Such property shall be and remain free of all liens or claims by Seller or any third party, and Seller shall, without limitation as to time, indemnify and save Buyer harmless from and against all liens or claims that may be asserted against said property. The obligations of this Section shall survive the completion of performance and expiration or termination of this order.
9. **Proprietary Rights:** All information (including materials that contain information) relating to this purchase order or to the goods or services to be provided hereunder which has been disclosed to Seller by or on behalf of Buyer (whether such information is owned by Buyer or by any other entity with whom Buyer is doing business) or which will be developed in the course of Seller's performance under this purchase order specifically for Buyer (collectively referred to as "Information"), has been and will be received and held by Seller in confidence. Such Information includes, but is not limited to, trade secrets, drawings, plans, designs, specifications, manufacturing, research and development data, inventions, know-how, processes, procedures, costs, suppliers, methods, sales, customer information and lists, financial data and business plans. Seller will not disclose the Information to others and will not use the Information for any purpose other than for the direct benefit of Buyer. Seller will acquire no right in or to such Information, which shall remain the sole property of Buyer, and Seller will promptly return the Information to Buyer and discontinue all use of the Information upon expiration or termination of this purchase order or at Buyer's written request.
10. **Subcontracting:** None of the work under this order shall be subcontracted without the prior written consent of Buyer. If subcontracting is an agreed approach for this Order, these terms and conditions will be flowed down to all subcontracting parties.
11. **Export Control:** The Supplier represents and warrants that it shall comply with all applicable import and export control laws and regulations (including, if applicable, US export laws and regulations) in fulfilling the Order and will provide all information about the Goods, including where relevant, information regarding parts thereof, which may be required by the Customer for its compliance with all applicable Import and export control laws and regulations.

If any of the hardware, technical data/information, software and/or technical assistance, including any part thereof, to be provided by or through the Supplier under the Order are

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controlled under the ITAR or EAR, the Supplier shall notify the Customer in writing at the time the Order is accepted and provide the following information:

- (a) description of ITAR/EAR controlled material
- (b) name and address of US exporter and/or manufacturer of ITAR/EAR material
- (c) ITAR US Munitions List category and paragraph number or, as the case may be, EAR Commerce Control Classification Number
- (d) Any other information (as may be reasonably requested) from Customer which may be required for Customer to obtain for Customer's applicable compliance purposes.

Supplier shall obtain all required export licenses, agreements and authorizations necessary to ensure delivery in accordance with this order **as well as Title 22 and Title 15 of the Code of Federal Regulations (CFR).**

12. **Changes:** Buyer shall have the right by written change order from time to time to make changes in the services rendered or the goods to be furnished by Seller hereunder. If such changes cause an increase or decrease in cost of the performance of this order, or in the time required for its performance, an equitable adjustment shall be negotiated and this order shall be modified in writing accordingly. Any claim by Seller for adjustment under this Section 7 must be asserted in writing within 30 days from the date of receipt by Seller of notification of the change and shall be followed as soon as practicable with specification of the amount claimed, together with supporting cost figures.
13. **Termination; Breach of Contract; Damages:** Buyer may, by notice in writing, cancel this order or direct Seller to discontinue work under this order in whole or in part at any time. Cancellation of any undelivered portion of this order by Buyer shall be accomplished by giving written notice to Seller. In the event of Seller's actual or anticipated default (as reasonably determined by Buyer or as disclosed to Buyer by Seller) in the performance of this order, Seller agrees, in addition to and not in lieu of all other remedies available to Buyer, to deliver to Buyer upon demand all raw materials acquired by Seller in order to perform under this order and all work in process and Buyer may at its option (i) complete the work, deducting the cost of completion, and all costs and expenses incurred by Buyer as a result of Seller's default, from the price, or in the alternative, (ii) pay to Seller, Seller's cost of such raw materials and the fair value, taking into account the degree of completion and Buyer's ability to timely complete the work, to Buyer, if any, of such work in process. Payment for completed Goods delivered or rendered to and accepted by Buyer after the partial or entire termination of this Order shall be in an amount agreed upon by Supplier and Buyer but Supplier shall not withhold such Goods or fail to perform any other obligation to Buyer as a result of the failure of Supplier and Buyer to agree on such amount. Buyer may withhold from amounts otherwise due Supplier for such completed Goods or contract materials such sums as Buyer determines to be necessary to protect Buyer against loss because of outstanding liens or claims or for any other reason. In addition, Seller's insolvency or cessation of normal business operations, or the filing of a voluntary or involuntary petition in bankruptcy by or against Seller, or the making by Seller of an assignment for the benefit of its creditors, shall be a material breach of this order. In the event of any breach or anticipatory breach of this order, Buyer shall have, in addition to and not in lieu of any of the provisions of this order, any and all other rights and remedies that the law provides to Buyer for failure of the Seller to perform in accordance with the

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provisions of this order, including the right to recover all damages incurred or sustained by Buyer by reason of Seller's default. In no event shall Seller be entitled to lost or anticipatory profits, or to special or consequential damages. Failure of Buyer to enforce any of its rights under this order shall not constitute a waiver of such rights or of any other rights.

14. **Assignment:** Seller may not assign monies due or to become due under this order without the prior written consent of Buyer, which consent may be withheld in Buyer's sole discretion, except in the case of an accounts receivable financing arrangement secured by all or substantially all of Seller's accounts receivable. In any case, assigned accounts shall be subject to set off, recoupment, or other claim of Buyer against Seller, whether or not arising from this order and Buyer shall have no obligation to the assignee unless otherwise consented to by Buyer in writing.
15. **Taxes:** The prices stated on the face of the purchase order include all local, state and federal excise, sales and use taxes. All such taxes shall, when applicable, be separately identified on Seller's invoice.
16. **Compliance With Laws:** Seller warrants that the goods to be furnished and the services to be rendered under this order shall be manufactured and sold in compliance with all relevant Federal, state, and local laws and regulations. In accepting this order, Seller represents and warrants that the goods and/or services to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and the Executive Orders and regulations issued pursuant thereto.
17. **Indemnity Against Claims:** Seller shall defend, indemnify and hold Buyer harmless against all losses on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller or of its agents, employees or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employee's Liability and Compensation insurance and Motor Vehicle Liability insurance (Personal Injury and Property Damage), as will protect Seller (and its permitted subcontractors) and Buyer from said risk and from any claims under any applicable Workers' Compensation or Occupational Health and Safety statute or regulation.
18. **Applicable Law:** This order is to be governed by, construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws rules and principles.
19. **Standards of Business Ethics and Conduct:** Seller shall conduct its business fairly, impartially, and in an ethical and proper manner which ensures that the Quality and Safety of the products provided to the Buyer are not compromised.
Buyer is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Buyer's expectation is that Seller also will conduct its business fairly, impartially, and consistent with FAR 52.222 ensuring all associates are aware of their contribution to safety, product conformity and ethical behavior.

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US GOVERNMENT CONTRACT PROVISIONS
(Updated to applicable current USG Procurement Regulations)

When the goods furnished are for use in connection with a United States Government ("Government") contract or subcontract (as indicated on the face of the purchase order), the additional provisions set forth hereinafter shall apply, in addition to the above provisions.

The foregoing **FAR** and **DFARS** clauses, as in effect as of the date of this order, are hereby made applicable to this order pursuant to the requirements of the government contract or subcontract underlying this order provided that clauses identified as being applicable to orders in excess of a specified value apply only to such orders, and are incorporated into this order by reference as if given in full text, subject to the following definitions, which will have the meanings indicated in each of the following **FAR** and **DFARS** clauses, unless the context indicates otherwise:

- A. "Contract" means this order.
- B. "Contractor" means Seller.
- C. "Contracting Officer" means Buyer.
- D. "Government" means Buyer.
- E. "Subcontractor" means Seller.
- F. "Supplies" means Goods.

Seller agrees to negotiate with Buyer to incorporate additional provisions herein or to change provisions as Buyer reasonably deems necessary to comply with the applicable Prime Contract or with amendments or modifications to the applicable Prime Contract.

If so identified, this Order is a "Rated Order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).

20. Inspection: The Seller shall provide and maintain an inspection system acceptable to the Government for goods and services covered by this order and shall be in accordance with FAR 52.246-2. Materials to be used in the performance of Government contracts may be inspected and tested by Buyer or by the Government agency concerned at all reasonable times and places either before, during, or after manufacture at Buyer's direction. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors and the performance of their duty. The foregoing provisions of this Section 17 are supplementary to and not in lieu of or in derogation of the provisions of Section 6 above.

21. Annual Supplier Certification: Seller shall sign, date and promptly return to Buyer an Annual Supplier Certification when furnished by Buyer that certifies Seller's compliance with certain requirements under the Federal Acquisition Regulations (FAR) and/or Defense Federal Acquisition Supplement (DFARS), in effect as of the date of this order.

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A. The following FAR clauses are applicable if this order is placed under a US Government (USG) contract and as indicated:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies if the Contract exceeds \$150,000.)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies if the Contract exceeds \$150,000.)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if the Contract exceeds \$5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (Applies if the Contract exceeds \$5,500,000. Contact Buyer for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applies if the Contract exceeds \$150,000.)

FAR 52.204-2 SECURITY REQUIREMENTS (Applies if the Work requires access to classified information.)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies where SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Applies unless SELLER is furnishing commercially available off-the-shelf items.)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies if the Contract exceeds \$35,000. Copies of notices provided by SELLER to the Buyer.)

FAR 52.211-5 MATERIAL REQUIREMENTS (Note 2 applies.)

FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (Applies if the Contract exceeds \$150,000 and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER

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to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Note 3 applies. Alternate II applies if SELLER is an educational or non-profit institution.)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Buyer" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under the Contract.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "Buyer" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under the Contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Applies if the Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Applies if the Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-14 INTEGRITY OF UNIT PRICES (Applies if the Contract exceeds \$150,000. Delete paragraph (b) of the clause.)

FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (Applies if the Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (Applies only if the Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)

FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY Applies only if the Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)

FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Applicable if the Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (Applies if the Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (Note 2 applies in paragraph (a)(1).)

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FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (Note 2 applies in paragraphs (a)(1) and (b).)

FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which the Contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed \$750,000. Notes 4 and 6 apply.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (Note 8 applies.)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Applies if the Contract exceeds \$700,000 except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (Note 8 applies.)

FAR 52.222-26 EQUAL OPPORTUNITY (Note 8 applies.)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Applies if the Contract is for \$150,000 or more. Note 8 applies.)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies if the Contract exceeds \$15,000. Note 8 applies.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (Applies if the Contract is for \$150,000 or more. Note 8 applies.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies if the Contract exceeds \$10,000. Note 8 applies.)

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (Applies if the Contract is for services subject to the Service Contract Act. The clause does not apply if the Contract has been administratively exempted by the Secretary of Labor or exempted by 41U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (Note 2 applies. In paragraph (e) Note 3 applies.)

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FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Applies if the Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)

FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "Buyer.")

FAR 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (Applies if the Contract exceeds \$500,000. Does not apply if SELLER is furnishing Commercial off-the-shelf items)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applies if the Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (Applies if the Work was manufactured with or contains ozone-depleting substances.)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (Applies if the Contract exceeds \$3,500. Note 8 applies.)

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

FAR 52.225-5 TRADE AGREEMENTS (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.)

FAR 52.225-8 DUTY FREE ENTRY (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

FAR 52.227-1 AUTHORIZATION AND CONSENT (Applies only if the Prime Contract contains this clause.)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Applies if the Contract exceeds \$150,000. Notes 2 and 4 apply.)

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FAR 52.227-9 REFUND OF ROYALTIES (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)

FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (Applies if the Work or any patent application may cover classified subject matter.)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (Applies if the Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in the Contract. If no agency is identified, contact the Buyer identified on the face of the Contract.

FAR 52.227-14 RIGHTS IN DATA - GENERAL (Does not apply if DFARS 252.227-7013 applies).

FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (Applies if the Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by the Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (Applies only when referenced in the Contract that full CAS coverage applies. "United States" means "United States or Buyer." Delete paragraph (b) of the clause.)

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Applies only when referenced in the Contract that modified CAS coverage applies. "United States" means "United States or Buyer." Delete paragraph (b) of the clause.)

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if Buyer does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.233-3 PROTEST AFTER AWARD (In the event Buyer's customer has directed Buyer stop performance of the Work under the Prime Contract under which the Contract is issued pursuant to FAR 33.1, Buyer may, by written order to SELLER, direct SELLER to stop performance of the Work called for by the Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h)(1)" the following: "and recovers those costs from Buyer ".)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (Notes 1 and 2 apply.)

FAR 52.242-13 BANKRUPTCY (Notes 1 and 2 apply.)

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FAR 52.242-15 STOP-WORK ORDER(Notes 1 and 2 apply.)

FAR 52.243-1 CHANGES - FIXED PRICE (Notes 1 and 2 apply. Alternate I applies if the Contract is for services. Alternate II applies if the Contract is for supplies and services.)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

FAR 52.245-1 GOVERNMENT PROPERTY ("Contracting Officer" means " Buyer " except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Buyer. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means " Buyer " and except in paragraphs (d)(2) and (g) where the term includes Buyer. The following is added as paragraph (n) "SELLER shall provide to Buyer 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.")

FAR 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (Note 2 applies. Note 3 applies, except in paragraph (b) the second time "Government" appears; (f), (h), (j), and (l) where Note 1 applies.)

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applies if the Contract involves international air transportation.)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "Buyer and the Government" . In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time

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"Government" appears in paragraph (e). Timely performance is a material element of the Contract.)

B. The following DFARS clauses are applicable if this Order is placed under a Department of Defense (DOD) Prime Contract and as indicated:

DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (Applies if the Contract exceeds \$150,000. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer not the Government. In paragraph (f), note 5 applies.)

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (Applies when FAR 52.203-13 applies to the Contract.)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (Applies in lieu of FAR 52.203-14.)

DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applies if the Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies if the Contract is for operationally critical support or for which performance will involve covered defense information. Seller shall furnish Buyer copies of notices provided to the Contracting Officer at the time such notices are sent.)

DFARS 252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS

DFARS 252.211-7000 ACQUISITION STREAMLINING (Applies if the Contract exceeds \$1.5M. Note 1 applies.)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies if the Contract requires the Work to contain unique item identification." Items subject to unique item identification are identified elsewhere in the Contract. All reports required to be submitted under this clause shall be submitted to Buyer. "Government" means "Buyer " except in the definition of "issuing agency" in paragraph (a).

DFARS 252.215-7000 PRICING ADJUSTMENTS (Applies if FAR 52.215-12 or 52.215-13 applies to the Contract.)

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DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC (Applies if FAR 52.219-9 applies to the Contract.)

DFARS 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.)

DFARS 252.223-7001 HAZARD WARNING LABELS (Applies if the Contract requires the delivery of hazardous materials.)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (Note 2 applies.)

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

DFARS 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.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES

DFARS 252.225-7013 DUTY-FREE ENTRY (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in the Contract. If this information is not available, contact Buyer .)

DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies if Work supplied under the Contract contains ball or roller bearings. Note 1 applies to subparagraph (a) (2).)

DFARS 252.225-7021 TRADE AGREEMENTS (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (Applies to commercial items delivered under the Contract)

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DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (For paragraph (c)(1), note 3 applies.)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES

DFARS 252.243-7001 PRICING OF CONTRACT (Applies if this is a fixed price contract).

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if the Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to Buyer and the contracting officer identified to SELLER.)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (Applies if the Contract is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if the Contract is at or below \$150,000. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Notes 1 and 2 apply.)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applies if the Contract exceeds \$700,000. Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)

C. CERTIFICATIONS AND REPRESENTATIONS

SELLER acknowledges that Buyer will rely upon SELLER certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SELLER. By entering into such contract, SELLER republishes the certifications and representations submitted with its written offer, including company profile

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information, and oral offers/quotations made at the request of Buyer, and SELLER makes those certifications and representations set forth below. SELLER shall immediately notify Buyer of any change of status regarding any certification or representation.

1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$150,000)

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of the Contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to the Contract, SELLER shall complete and submit, with its offer, to Buyer OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into the Contract imposed by 31U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

2. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(a)(1) SELLER certifies, to the best of its knowledge and belief, that-- (i) SELLER and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) SELLER shall provide immediate written notice to Buyer if, at any time prior to contract award, SELLER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SELLER knowingly rendered an erroneous certification, in addition to other remedies available, Buyer may terminate the Contract for default.

3. FAR 52.222-22 Previous Contracts and Compliance Reports

(a) SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on the Contract.

4. FAR 52.222-25 Affirmative Action Compliance

(a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of the Contract.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on the Contract.

The full text of **FAR** and **DFARS** clauses may be accessed electronically at the following websites:

FAR: <https://www.acquisition.gov/browsefar> , and

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>