

**ATTACHMENT A**

**FAR Clauses**

1. The following FAR clauses shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each FAR provision shall be the same version as that which appears in the Prime Contractor's Prime Contract.
2. The following clauses set forth in the FAR in effect as of the date of the prime contract or higher-tier subcontract are incorporated herein by reference. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and affect the proper intent of the clause or provision except where further clarified or modified below. "Subcontractor", however, shall mean the Subcontractor identified in this Subcontract Agreement.

IT IS THE SOLE RESPONSIBILITY OF SUPPLIER TO COMPLY WITH THE FAR CLAUSES APPLICABLE TO SUPPLIER, THE SUBJECT MATTER OF THE PURCHASE ORDER, AND THE PRIME CONTRACT. THE FAR CLAUSES SET FORTH HEREIN ARE INCLUDED AS AN EASE OF REFERENCE FOR SUPPLIER ONLY AND ARE NOT INTENDED TO SET FORTH A COMPLETE AND ACCURATE ITEMIZATION OF THE FAR CLAUSES APPLICABLE TO SUPPLIER, THE SUBJECT MATTER OF THE PURCHASE ORDER, OR THE PRIME CONTRACT.

The full text of these clauses can be obtained from the Internet at:

<http://farsite.hill.af.mil>

**A. APPLICABLE TO ALL PURCHASE ORDERS:**

- |     |   |           |
|-----|---|-----------|
| 1.  | Gratuities  | 52.203-3  |
| 2.  | Price or Fee Adjustment for Illegal or Improper Activity  | 52.203-10 |
| 3.  | Security Requirements   | 52.204-2  |
| 4.  | Personal Identity Verification of Contractor Personnel  | 52.204-9  |
| 5.  | Required Sources for the Helium and Helium Usage Data   | 52.208-8  |
| 6.  | Material Requirements   | 52.211-5  |
| 7.  | Defense Priority and Allocation Requirements  | 52.211-15 |
| 8.  | Utilization of Small Business Concerns  | 52.219-8  |
| 9.  | Notice to the Government of Labor Dispute   | 52.222-1  |
| 10. | Combating Trafficking in Persons  | 52.222-50 |
| 11. | Hazardous Material Identification and Material Safety Data<br>"Government" means "Government and Buyer"                               | 52.223-3  |
| 12. | Pollution Prevention and Right-to-Know Information<br>(Applicable in contracts that provide for performance on a<br>Federal facility) | 52.223-5  |

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13.	Notice of Radioactive Materials (Applicable in contracts for supplies which are, or which contain radioactive materials.)	52.223-7
14.	Ozone-Depleting Substances	52.223-11
15.	Refrigeration Equipment and Air Conditioners	52.223-12
16.	Privacy Act	52.224-2
17.	Buy American Act - Supplies	52.225-1
18.	Duty-Free Entry	52.225-8
19.	Restrictions on Certain Foreign Purchases	52.225-13
20.	Authorization and Consent - Alternate I	52.227-1
21.	Royalty Information	52.227-6
22.	Refund of Royalties	52.227-9
23.	Filing of Patent Applications-Classified Subject Matter	52.227-10
24.	Patent Rights-Retention by the Contractor (Short Form)	52.227-11
25.	Patent Rights-Retention by the Contractor (Long Form)	52.227-12
26.	Rights in Data - General	52.227-14
27.	Commercial Computer Software-Restricted Rights	52.227-19
28.	Insurance-Work on a Government Installation	52.228-5
29.	Industrial Resources Developed Under Defense Production Act Title III	52.234-1
30.	Accident Prevention	52.236-13
31.	Protection of Government Buildings, Equipment, and Vegetation	52.237-2
32.	Stop-Work Order (AUGUST 1989)	52.242-15
33.	Government Delay of Work (APRIL 1984)	52.242-17
34.	Change Order Accounting	52.243-6
35.	Competition in Subcontracting	52.244-5
36.	Subcontracts for Commercial Items	52.244-6
37.	Government Property (JUNE 2007)	52.245-1
38.	Government Property (JUNE 2007) (Alternate I –Applicable to Task Orders other than cost-reimbursement, time & materials and labor-hour Task Orders and fixed-price Task Orders awarded on the basis of submission of cost or pricing data.)	52.245-1
39.	Government Property (JUNE 2007) (Alternate II – Applicable to Task Orders for the conduct of basic or applied research at nonprofit institutions of higher education or at nonprofit institutions whose primary purpose is the conduct of scientific research.)	52.245-1
40.	Government Property Installation Service (JUNE 2007) (Applicable if Task Order is a service contract to be performed on a Government installation when Government-furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement.)	52.245-2
41.	Use and Charges (JUNE 2007)	52.245-9
42.	Inspection of Supplies – Fixed Price	52.246-2
43.	Responsibility for Supplies	52.246-16
44.	Preference for U.S.-Flag Air Carriers	52.247-63
45.	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
46.	Termination for Convenience of the Government (Fixed-Price)	52.249-2

“Government” shall mean “Prime”. In paragraph (d) the term “45 days” is changed to “90 days”. The term "one-year" in paragraph (e) is changed to "six months." The term “90 days” in paragraph (l) is changed to “forty-five days”.

**I. CERTIFICATIONS**

The Offeror, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$100,000) 52.203-11
- Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (over \$30,000) 52.209-5
- Previous Contracts and Compliance Reports (over \$10,000) 52.222-22
- Certification of Toxic Chemical Release Reporting (over \$100,000) 52.223-13

**B. PURCHASE ORDERS OVER \$10,000 SHALL INCLUDE THE FOLLOWING:**

1. Walsh-Healy Public Contracts Act 52.222-20
2. Prohibition of Segregated Facilities 52.222-21
3. Equal Opportunity 52.222-26
4. Affirmative Action for Workers with Disabilities 52.222-36

**C. PURCHASE ORDERS OVER \$25,000 SHALL INCLUDE THE FOLLOWING:**

1. Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment 52.209-6
2. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans 52.222-35
3. Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans 52-222.37

**D. PURCHASE ORDERS OVER \$100,000 SHALL INCLUDE THE FOLLOWING:**

1. Restrictions on Subcontractor Sales to the Government 52.203-6
2. Anti-Kickback Procedures (less paragraph (c)(1)) 52.203-7
3. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity 52.203-8
4. Price of Fee Adjustments for Illegal or Improper Activity 52.203-10
5. Limitation on Payments to Influence Certain Federal Transactions 52.203-12
6. Audit and Records-Negotiation 52.215-2
7. Integrity of Unit Prices (less paragraph b) 52.215-14
8. Utilization of Small Business Concerns 52.219-8

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9.	Contract Work Hours and Safety Standards Act – Overtime Compensation	52.222-4
10.	Notification of Employee Rights Concerning Payment of Union Dues or Fees	52.222-39
11.	Clean Air & Water	52.223-2
12.	Toxic Chemical Release Reporting	52.223-14
13.	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2
14.	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	52.222-35
15.	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, and other Eligible Veterans	52.222-37
16.	Value Engineering	52.248-1
17.	Covenant Against Contingent Fees	52.203-5

**E. PURCHASE ORDERS OVER \$550,000 SHALL INCLUDE:**

1.	Small Business Subcontracting Plan	52-219-9
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**F. APPLICABLE TO COST REIMBURSEMENT, TIME & MATERIAL OR LABOR HOUR PURCHASE ORDERS:**

1.	Facilities Capital Cost of Money	52.215-16
2.	Allowable Cost and Payment (cost reimbursement)	52.216-7
3.	Fixed Fee (applicable if this is a cost plus fixed fee order)	52.216-8
4.	Incentive Fee (applicable if this is a cost plus incentive fee order)	52.216-10
5.	Cost Contract - No Fee (applicable if this is a cost no fee order)	52.216-11
6.	Cost Sharing Contract - No Fee (applicable if this is a cost sharing, no fee order)	52.216-12
7.	Payment for Overtime Premiums - insert “0%” in paragraph (a) unless indicated otherwise.	52.222-2
8.	Payments under Time-and-Materials and Labor-Hour Contracts (applicable if this is a time-and-materials and labor-hour contract)	52.232-7
9.	Limitation of Cost (if fully funded)	52.232-20
10.	Limitation of Funds (if incrementally funded)	52.232-22
11.	Changes - Cost-Reimbursement (applicable if this is a cost-reimbursement contract)	52.243-2
12.	Changes - Time and Material or Labor-Hours (applicable if this is a time and material or labor hour contract)	52.243-3
13.	Subcontracts (paragraphs (h) and (i) only apply)	52.244-2
14.	Inspection of Supplies (Cost-Reimbursement) – “Contracting Officer” means “Prime Contractor’s purchasing representative” and “Government” means “Prime Contractor and Government”	52.246-3

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- (provided that an inspection system accepted by the Government will be deemed accepted by the Prime Contractor), and where “Government” first appears in paragraph (k) it shall mean “Government and/or Prime Contractor”. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Prime Contractor and the Government
15. Inspection of Services (Cost Reimbursement) – “Contracting Officer” means “Prime Contractor’s purchasing representative” and “Government” means “Prime Contractor and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Prime Contractor). The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Prime Contractor and the Government. 52.246-5
16. Inspection of Time and Material and Labor Hour – “Contracting Officer” means “Prime Contractor’s purchasing representative” and “Government” means “Prime Contractor and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Prime Contractor), and where “Government” first appears in paragraph (k) it shall mean “Government and/or Prime Contractor”. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Prime Contractor and the Government. 52.246-6
17. Termination (Cost-Reimbursement) – “Government” means “Prime Contractor” and “Contracting Officer” means “Prime Contractor’s purchasing Representative”. In paragraph Alt IV (e) Change “15 days” and “45 days” to “30 days” and “90 days”, respectively. In paragraph (f) change “1 year” to “six months” Alternate IV is applicable to time and material or labor hour orders only. 52.249-6
18. Excusable Delays 52.249-14