



**SPECIAL PRIME CONTRACT REQUIREMENTS
HAWAII CONTRACT NO. SPE8E3-21-D-0003**

In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Buyer and Buyer's Purchasing Representative, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, to insure Seller's obligations to Buyer and to the United States Government, and to enable Buyer to meet its obligations under its Prime Contract or Subcontract.

The following definitions apply unless otherwise specifically stated:

- "Buyer" - The legal entity issuing this Order
- "Purchasing Representative" - Buyer's authorized representative. "Seller" - The legal entity which contracts with the Buyer
- "This Order" - This contractual instrument, including changes
- "Prime Contract" - The Government contract under which this Order is issued. "FAR" - The Federal Acquisition Regulation

Far Clause	Clause Description
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.209-9	Updates, of Publicly Availability Information Regarding Responsibility Matters
52.209-10	Prohibition on Contracting with Inverted Domestic Corporation
52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work
52.222-6	Construction Wage Rate Requirements
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination-Debarment
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-11	Ozone Depleting Substances
52.223-12	Refrigeration Equipment and Air Conditioners
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.247-34	F.O.B Destination
52.247-52	Clearance and Documentation Requirements – Shipments to DOD Air or Water Terminal Transshipment Point
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7000	Requirements Relating to Compensation of Former DOD Officials
252.203-7005	Representation Relating to Compensation of Former DOD Officials



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252.204-7003	Control of Government Personnel Work Product
252.205.7000	Provision of Information to Cooperative Agreement Holders
252.209-7004	Subcontracting with Firms that Are Owned or Controlled by the Government in Terrorist Country
252.223-7001	Hazardous Warning Labels
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.246-7000	Material Inspection and Receiving Report only applicable to shipments to DOD Transshipment points and when required by DLA Troop Support
252.247-7022	Representation of Extent of Transportation By Sea
DLAD 52.211-9010	Shipping Label Requirements – Military Std (MIL-STD)-129P only applicable to shipments to DOD Transshipment points and when required by DLA Troop Support
DLAD 52.223-9000	Material Safety Data Sheets and Hazard Warning Labels (
DLAD 52.223-9002	Anti-Stain Treatment (Untreated Wood Products)
DLAD 52.223-9003	Marking Dangerous Goods or Hazardous Materials
DLAD 52.223-9004	Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)
DLAD 52.246-9019	Material and Inspection Report
DLAD 52.246-9020	Distribution of Material Inspection and Receiving Report only applicable to shipments to DOD Transshipment points and when required by DLA Troop Support
DLAD 52.247.9012	Requirements for Treatment of Wood Packaging Material (WPM)
DLAD 52.247-9029	Shipping Instructions

1. **Construction Wage Requirements Statute, formerly known as the Davis-Bacon Act, Wage Determination for Hawaii, Decision Number: HI170001, is hereby incorporated into SPE8E3-21-D-0003.**
2. Section 5452.211-9014: Contractor Retention of Traceability Documentation. As prescribed in 11.304-92(a), insert the following clause:
CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION – DLAD (a) This clause applies whenever the Contractor is not the manufacturer of the item(s) to be furnished.
(b)(1) The Contractor shall retain evidence to document that items furnished under this contract conform to contract requirements. Evidence will generally include information tracing the items back to the manufacturing source or its authorized distributor. At a minimum, evidence shall be sufficient to establish the identity of the item, its manufacturing source, and conformance to the item description. (2) Examples of traceability documentation include, but are not limited to, the following: (i) Purchase order(s)/invoice(s) between manufacturer(s)/distributor(s), identifying part number (and/or technical data package (TDP) with revision level) and quantities;(ii) Original Equipment Manufacturer (OEM) or approved/qualified source's packing slips, identifying part number (and/or TDP with revision level) and quantities; (iii) OEM or approved/qualified source's certification, identifying part number (and/or TDP with revision level) and quantities; and/or (iv) OEM or approved/qualified source's identifiable standard packaging, with part number (and/or TDP with revision level) cited on the package. (3) The Contractor shall be responsible for the assurance of type, kind, count, and condition. Preservation, packing, packaging, and marking shall be in accordance with contractual requirements.(4) The Contractor shall provide documentation of traceability for review-(i) Upon request by the Contracting Officer at any time prior to or after award;(ii) At time of Government source inspection, if applicable;



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and/or (iii) During random or directed post-award audits. (5) The Contractor shall retain documentation in accordance with this clause for 5 years after final payment under this contract. (c) The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer finds the evidence to be unacceptable, or if the Contractor fails to retain or provide the requested evidence, the award may be cancelled. (d) At the Contracting Officer's discretion, documentation of traceability provided by the Contractor, in accordance with provisions in the solicitation and/or clauses included in this contract, may be used to determine the acceptability of documentation retained in accordance with this clause.

(End of clause)