



**SPECIAL PRIME CONTRACT REQUIREMENTS
SOUTHWEST CONTRACT NO. SPE8E3-20-D-0007**

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 |
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| 52.203-3 | Gratuities |
| 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 |
| 52.223-15 | Energy Efficiency is Entergy-Consuming Products |
| 52.222-50 | Combating Trafficking in Person |
| 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 |
| 252.204-7003 | Control of Government Personnel Work Product |
| 252.204-7012 | Safeguarding of Unclassified Controlled Technical Information |
| 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 |



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| 252.244-7000 | Subcontracts for Commercial Items |
| 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 |

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; 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)