



## SPECIAL PRIME CONTRACT REQUIREMENTS HAWAII CONTRACT NO. SPE8E3-19-D-0015

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 (Sept 2013)
52.209-9	Updates, of Publicly Availability Information Regarding Responsibility Matters (Jul 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporation (May 2012)
52.222-5	<b>Construction Wage Rate Requirements – Secondary Site of the Work</b>
52.222-6	<b>Construction Wage Rate Requirements</b>
52.222-7	<b>Withholding of Funds</b>
52.222-8	<b>Payrolls and Basic Records</b>
52.222-9	<b>Apprentices and Trainees</b>
52.222-10	<b>Compliance with Copeland Act Requirements</b>
52.222-11	<b>Subcontracts (Labor Standards)</b>
52.222-12	<b>Contract Termination-Debarment</b>
52.222-13	<b>Compliance with Construction Wage Rate Requirements and Related Regulations</b>
52.222-14	<b>Disputes Concerning Labor Standards</b>
52.222-15	<b>Certification of Eligibility</b>
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1977)
52.223-11	Ozone Depleting Substances (May 2001)
52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.247-34	F.O.B Destination (Nov 1991)
52.247-52	Clearance and Documentation Requirements – Shipments to DOD Air or Water Terminal Transshipment Point (Feb 2006)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sept 2013)
252.203-7000	Requirements Relating to Compensation of Former DOD Officials (Sep 2011)
252.203-7005	Representation Relating to Compensation of Former DOD Officials (Nov 2011)



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252.204-7003	Control of Government Personnel Work Product (Apr 1992)
252.205.7000	Provision of Information to Cooperative Agreement Holders (Dec 1991)
252.209-7004	Subcontracting with Firms that Are Owned or Controlled by the Government in Terrorist Country
252.223-7001	Hazardous Warning Labels (Dec 1991)
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Dec 2006)
252.246-7000	Material Inspection and Receiving Report (Mar 2008) 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 (Aug 1992)
DLAD 52.211-9010	Shipping Label Requirements – Military Std (MIL-STD)-129P (Apr 2014) 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 (Nov 2011)
DLAD 52.223-9002	Anti-Stain Treatment (Untreated Wood Products) (Sep 2008)
DLAD 52.223-9003	Marking Dangerous Goods or Hazardous Materials (Nov 2011)
DLAD 52.223-9004	Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (Sep 2008)
DLAD 52.246-9019	Material and Inspection Report (Apr 2008)
DLAD 52.246-9020	Distribution of Material Inspection and Receiving Report (Apr 2008) 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) (Feb 2007)
DLAD 52.247-9029	Shipping Instructions (Nov 2011)

1. **Construction Wage Requirements Statute, formerly known as the Davis-Bacon Act, Wage Determination for Hawaii, Decision Number: HI170001, effective 6/30/2017 is hereby incorporated into SPE8E3-14-D-0001.**

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 (OCT 2008) – 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)