



SPECIAL PRIME CONTRACT REQUIREMENTS
HAWAII CONTRACT NO. SPE8E3-22-D-0006

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 |
|------------|---|
| 52.222-5 | 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 |

1. **Construction Wage Requirements Statute, formerly known as the Davis-Bacon Act, Wage Determination for Hawaii, Decision Number: HI170001, is hereby incorporated into SPE8E3-22-D-0006.**
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



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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.