

The following provisions are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Agreement or Purchase Order. This Addendum is applicable to all purchase of goods or services that are funded by a United States Government Grant, including without limitation those funded by the **American Recovery and Reinvestment Act**. All capitalized terms not defined herein will have the meaning ascribed to them in the Purchase Order.

In consideration of the promises and mutual covenants in the Agreement or Purchase Order, the parties agree as follows:

- A.1.** Supplier agrees to comply with the applicable provisions regarding Equal Employment included in Executive Order (E.O.) 11246 (3 CFR, 1964–1965 Comp., p. 339), “Equal Employment Opportunity,” as amended by E.O. 11375 (3 CFR, 1966–1970 Comp., p. 684), “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR chapter 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- A.2.** Supplier hereby certifies that it is not listed on the non-procurement portion of the **General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs** in accordance with E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), “Debarment and Suspension.”
- A.3.** **The American Recovery and Reinvestment Act of 2009**, Pub. L. 111-5, (Recovery Act), Section 1605 requires that no stimulus funds can be spent on any construction, alteration, maintenance or repair of any public building or public work unless all the iron, steel and manufactured goods are produced in the United States. Supplier represents that all materials and manufactured goods provided under the purchase order are produced in the United States and, if not, that Supplier will notify Honeywell in writing in advance of fulfilling the order and will state the conditions that exist to allow Honeywell to be granted a waiver prior to the purchase.
- A.4.** (i) If Supplier meets the US Government’s definition of small business or non-profit firms, and the order or subcontract is for experimental, developmental, demonstration, or research work, the Supplier agrees to comply with clause **PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)** contained in 10 CFR Part 600 Subpart D – Administrative Requirements for Grants and Cooperative Agreements with For Profit Organizations Appendix A to Subpart D of Part 600—Patent and Data Provisions. When this clause applies, the term “Recipient” refers to the Supplier, and the term “Subaward/contract” applies to the Supplier’s lower tier suppliers.
- (ii) If Supplier does not meet the US Government’s definition of small business or non-profit firms, and the order or subcontract is for experimental, developmental, demonstration, or research work, Supplier agrees to comply with clause **PATENT RIGHTS (LARGE BUSINESS FIRMS)—NO WAIVER** contained in 10 CFR Part 600 Subpart D – Administrative Requirements for Grants and Cooperative Agreements with For Profit Organizations Appendix A to Subpart D of Part 600—Patent and Data Provisions. When this clause applies, the term “Recipient” refers to the Supplier, and the term “Subaward/contract” applies to the Supplier’s lower tier suppliers.
- If this order is for the performance of experimental, developmental, or research work the Supplier agrees to provide for the rights of the Federal Government and the recipient/sub-recipient in any resulting invention in accordance with 10 CFR 600.325 and Appendix A—**Patent and Data Rights** to Subpart D, Part 600.
- A.5.** If this order has been identified as being funded under **the Recovery Act**, and Supplier qualifies under the definition of a **Sub-Recipient** per the Office of Management and Budget Circular 133, and Supplier agrees to comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Recovery Act, and report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements provided online at <http://www.FederalReporting.gov> by the specified reporting date. Supplier will also comply with the per diem rates established by the General Services Administration, which rates can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>
- A.6.** If this order is in excess of \$2,000 for construction or repair, Supplier agrees to comply with the applicable provisions of the **Copeland “Anti-Kickback” Act** (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- A.7.** If this order is in excess of \$2,000 and is for construction, alteration, or repair within the United States, the Supplier agrees to comply with the applicable provisions of the **Davis Bacon Act** (40 U.S.C. 276a) and Honeywell’s policies and procedures governing same. This means that the Supplier will pay its employees on a weekly basis for their work on any project under this Addendum at a combined wage and benefit rate that equals or exceeds the Department of Labor’s published prevailing wage for the county and the month in which the work was performed. Supplier will provide weekly payroll data to Honeywell’s designee using the US Department of Labor Form WH-347. Supplier personnel providing services on Honeywell’s or its designated Sub-Recipient’s site, Supplier will submit weekly time sheets for each person in accordance with Honeywell’s site procedures. Supplier agrees it will cooperate with Honeywell in any formal or informal audit of its pay practices in accordance with this paragraph and it will indemnify Honeywell for any judgment or settlement of a claim that the Supplier did not comply with the Davis Bacon Act.
- A.8.** If this order is in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the supplier agrees to comply with Sections 102 and 107 of the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5).
- A.9.** If this order is in excess of \$100,000, Supplier agrees to permit access for **audit by the DOE, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives**, to any books, documents, papers, and records of the supplier that are directly pertinent to a specific program, for the purpose of making audits, examinations, excerpts, transcriptions, and copies of such documents.
- A.10.** If this order is in excess of \$100,000, the supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** (41 U.S.C. 7401 et seq. ) and the **Federal Water Pollution Control Act** as amended (33 U.S.C. 1251 et seq. ).
- A.11.** If this order is contemplated to be \$100,000 or more, Supplier agrees to comply with the requirements of the **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). The supplier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.
- A.12.** The provisions of 29 CFR Part 471, Appendix A to Subpart A (relating to the obligation to post a notice of employee rights under the National Labor Relations Act and to notify covered subcontractors of their obligation to do so) are incorporated by reference in this Agreement or Purchase Order.
- A.13.** If this Agreement or Purchase Order is funded under a United States Government prime or lower tiered subcontract, the provisions of 29 CFR Part 471, Appendix A to Subpart A (relating to the obligation to post a notice of employee rights under the National Labor Relations Act and to notify covered subcontractors of their obligation to do so) are incorporated by reference in this Agreement or Purchase Order.