

SUPPLEMENT PROVISIONS FOR GOVERNMENT COMMERCIAL ITEMS (GCIs)

ADDITIONAL GOVERNMENT PROVISIONS. The following provisions are applicable to the Order (referred to herein as "Order" or "Contract") and SELLER shall include in all subcontracts and purchase orders that it issues, any clause that by its terms is required to be included in lower-tier subcontracts and purchase orders.

- A. DISPUTES.** All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by HONEYWELL. If a dispute relates to a matter that would give Buyer recourse against the Federal Government under its contract, the following provisions applies:
1. SELLER will give Buyer a fully supported written claim within five (5) years after the claim accrues, but no later than final payment under the Order. SELLER will fully cooperate with Buyer in prosecuting any such dispute and will be bound by the outcome unless Buyer discontinues its prosecution of the dispute or does not afford SELLER an opportunity to continue to prosecute the dispute in Buyer's name.
 2. For any claim that exceeds \$100,000, SELLER shall provide a certification in the form and signed by the appropriate official of the SELLER as set forth in the "Disputes" clause, FAR 52.233-1 (Jul 2002), as directed by Buyer.
 3. SELLER shall indemnify and hold harmless Buyer for any liability or reduction in Buyer's claim or request for adjustment to its customer resulting from any false or fraudulent statement or certification submitted by SELLER in connection with this Order.
- B. APPLICABLE LAW.** In addition to the provision at Article 32 of the General Purchase Order Provisions, "Applicable Law and Forum," the following shall apply: This order shall be governed by and construed in accordance with the laws of U.S. Government Contracts as set forth by statute and applicable regulations and by decisions at the appropriate courts and Boards of Contract Appeals.
- C. SELLER BUSINESS PRACTICES AND RESPONSIBILITY.** The provisions in FAR Parts 3 and 9 require persons doing business with the Federal Government to comply with certain laws and regulations. SELLER agrees to indemnify and hold Buyer harmless from and against any loss, damage, liability or expenses caused by any failure of SELLER or SELLER's lower-tier subcontractors or suppliers to comply with any of the requirements of those laws and regulations.
- D. CERTIFICATIONS.**
1. If the value of the order exceeds \$3,000, SELLER shall submit the following certifications and representations:
 - 52.219-1 Small Business Programs Representation (Apr 2011)
 2. If the value of the order exceeds \$30,000, SELLER shall submit the following certifications and representations:
 - 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec-2010)
 3. If the value of the order exceeds \$150,000, SELLER shall submit the following certifications and representations:
 - 52.209-5 Certification Regarding Responsibility Matters (Apr 2010)
 - 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
 - 52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)
 4. SELLER acknowledges that Buyer will rely upon SELLER's certifications and representations contained herein and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SELLER. By entering into such contract, SELLER republishes the certifications and representations submitted with its written offer and/or made annually, including company profile information, and oral offers/quotations made at the request of Buyer, and SELLER makes these certifications and representations set forth below. SELLER shall immediately notify Buyer of any change of status regarding any certification or representation.
 5. SELLER shall provide immediate written notice to Buyer if SELLER learns that its certification was erroneous when submitted, or has become erroneous through changed circumstances. SELLER shall indemnify and hold Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of SELLER or SELLER's lower-tier subcontractors or suppliers to provide accurate certifications.
- E. AMENDMENTS REQUIRED BY PRIME CONTRACT.** SELLER agrees that upon request of Buyer it will negotiate, in good faith, with Buyer relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable prime contract, or with the provisions of amendments to such prime contract. If any such amendment to this Contract causes an

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increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

- F. COMMUNICATION WITH HONEYWELL CUSTOMER.** HONEYWELL shall be solely responsible for all liaison and coordination with the HONEYWELL customer, including the U.S. Government, as it affects the applicable prime contract, this Contract, and any related Contract.
- G. ELECTRONIC CONTRACTING.** The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on basis that this Contract or acknowledgement contains an electronic signature.
- H. PRESERVATION OF THE GOVERNMENT'S RIGHTS.** If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other U.S. Government prime contracts.
- I. RESERVED**
- J. ADDITIONAL GOVERNMENT CLAUSES.**
1. As used herein, "FAR" shall mean the Federal Acquisition Regulation, "DFARS" shall mean the Department of Defense Supplement to the FAR. Government contract clauses incorporated by reference are those in effect on the date of the latest Government prime contract under which the order is issued; however, if Buyer does not enter into a contract with its customer until after the date of the Order, such clauses are those in effect on the date of the Order and SELLER agrees to comply with any revised versions of the Government contract clauses cited that are set forth in Buyer's contract with its customer.
 2. In all such clauses, unless otherwise specified, "the Contract" shall mean the Order, "Contractor" shall mean SELLER, "Contracting Officer" shall mean Buyer, "Government" shall include Buyer to the extent necessary to enable Buyer to administer this Order and to perform its obligations under its Government prime contract or lower-tier subcontract, and "subcontract(s)" and "subcontractor(s)" shall mean SELLER's lower-tier subcontract(s) and subcontractor(s), respectively.
- K. ADDITIONAL U.S. GOVERNMENT PROVISIONS INCORPORATED BY REFERENCE.** The following clauses are incorporated by reference and made part of this Contract as if provided in full text:
- (a) *Definitions.* As used in this clause—
 - "Commercial Item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
 - "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the SELLER or subcontractor at any tier.
 - (b) To the maximum extent practicable, the SELLER shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this Contract.

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Title	Reference	Applicability
Contractor Code of Business Ethics and Conduct (Apr 2010)	52.203-13	Applies to all contracts that have a value of \$5,000,000 or more and a period of performance of more than 120 days.
Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)	52.203-15	Applies to all contracts awarded under the ARRA Act funded in whole or in part with Recovery Act funds.
Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012)	52.204-10	Applies if SELLER in the previous tax year had gross income from all sources \$300,000 or greater.
Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)	52.209-6	If value of this contract equals or exceeds \$30,000.
Defense Priority and Allocation Requirements (Apr 2008)	52.211-15	If the face of the Contract indicates that it is a DPAS rated order. "Rated Order" means a prime contract for any product, service, or material (including controlled materials) placed by a Delegated Agency under the provisions of the DPAS in support of an authorized program and which require preferential treatment and includes subcontracts and purchase orders resulting under such contracts
Utilization of Small Business Concerns (Jun 2011)	52.219-8	If the value of this Contract is \$150,000 or more.
Small Business Subcontracting Plan (Oct 2010)	52.219-9	All including commercial item contracts if value of this Contract is \$650,000 or more and order is placed with a Large Business as defined in FAR Part 19.
Prohibition of Segregated Facilities (Feb 1999)	52.222-21	If value of this Contract equals or exceeds \$10,000.
Equal Opportunity (Mar 2007)	52.222-26	Applies to all contracts \$10,000 or more.
Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era & Other Eligible Veterans (Sep 2010)	52.222-35	If value of this Contract equals or exceeds \$100,000.
Affirmative Action for Workers with Disabilities (Oct 2010)	52.222-36	If value of this Contract equals or exceeds \$15,000.
Service Contract Act of 1965 (Nov 2007)	52.222-41	Applies to service contracts only.
Combating Trafficking in Persons (Feb 2009)	52.222-50	All
Employment Eligibility Verification (Jan 2009)	52.222-54	Applies to all contracts \$3,000 or more meeting the following criteria: (1) Is for – (i) Commercial or non-commercial services (except for commercial services that are part of the purchase of COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS items; or (ii) Construction; (2) Has a value of more than \$3,000, and (3) Includes work performed in the United States.

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Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)	52.223-18	Applies to all purchase orders/subcontracts \$3,000 and greater.
Preference for Domestic Products (Feb 2009)	52.225-1	SELLER represents that, to the extent products supplied hereunder will constitute an end product or component, as such terms are defined pursuant to 52.225-1 such products will be manufactured in the U.S. unless otherwise agreed to in writing by Buyer.”
Duty Free Entry (Oct 2010)	52.225-8	All, including those for commercial items with an import value of \$15,000 or greater.
Providing Accelerated Payments to Small Business Subcontractors (DEVIATION) (Aug 2012)	52.232-99	All subcontracts/purchase orders with small businesses where Honeywell’s prime contract has accelerated payments provisions included.
Subcontracts for Commercial Items (Dec 2010)	52.244-6	All
Preference For Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) & Alternate1 (Apr 2003)	52.247-64 & ALT 1	All

If this Contract is released against a DoD contract, in addition to the FAR clauses noted above, the following DFAR clauses apply:

Small Business Subcontracting Plan (DoD contracts) (Sep 2011)	252.219-7003	If value of the contract is \$650,000 or more and or contract is placed with a Large Business as defined in FAR Part 19.
Buy American Act and Balance of Payments Program (Oct 2011)	252.225-7001	SELLER represents that, to the extent products supplied hereunder will constitute an end product or component, as such terms are defined pursuant to 252.225-7001 such products will be manufactured in the U.S. unless otherwise agreed to in writing by Buyer.
Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006)	252.225-7007	Any supplies or services covered by the United States Munitions List that are delivered under this contract (purchase order/subcontract) may not be acquired, directly or indirectly from a Communist Chinese military company.
Restriction on Acquisition of Specialty Metals (Jul 2009)	252.225-7008	Applicable if the work to be furnished contains specialty metals.
Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jan 2011)	252.225-7009	Applicable if the work to be furnished contains specialty metals.
Commercial Derivative Military Article—Specialty Metals Compliance Certificate (Jul 2009)	252.225-7010	Applicable when 252.225-7009 is included in the Contract.
Exclusionary Policies and Practices of Foreign Governments (Apr 2003)	252.225-7028	If the Contract involves supplies and services for international military education training and Foreign Military Sales (FMS).
Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)	252.226-7001	All contracts over \$500,000 including Commercial Items as applicable.
Technical Data-Commercial Items (Dec 2011)	252.227-7015	If this Contract includes delivery of technical data for a commercial item, component, or process.

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Transportation of Supplies by Sea (May 2002)	252.247-7023	If value of this Contract is \$150,000 or more.
Notification of Transportation of Supplies by Sea (Mar 2000)	252.247-7024	If value of this Contract is \$150,000 or more.