

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 ("Order"). This Addendum is applicable to all purchase of goods or services that are funded by a United States Government Assistance Agreement (e.g., grant, cooperative agreement). All capitalized terms not defined herein will have the meaning ascribed to them in the Order. The below flowdown terms and conditions are in addition to, and not in lieu of, any other terms contained in the Order between the parties. In the event of a conflict between the below provisions and the contract, these Supplemental Provisions shall control. Supplier acknowledges the importance of truthful statements in US Government funded agreements. Upon execution of this Agreement, Supplier certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, related to this Agreement.

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

**A.1. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, for all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, Supplier agrees to comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with 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 implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**A.2. Debarment and Suspension.** (i) Supplier hereby certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

(ii) Supplier shall comply with the requirements of 2 CFR Part 180 and shall not award any contract valued at or above \$25,000 to any parties listed on the governmentwide exclusions in SAM.

**A.3. Domestic Preferences for Procurements.** (i) As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this clause must be included in all lower-tier contracts and purchase orders for work or products under this Order. If the federal grant award involves infrastructure projects, the Buy America preferences set forth in 2 CFR part 184 will apply to this Order.

(ii) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

If this effort includes Federal financial assistance for infrastructure projects, the requirements of the Buy America preferences set forth in 2 CFR part 184 apply. The Supplier shall disclose whether products provided under this effort are domestic or foreign iron/steel, construction materials, or manufactured products as applicable.

**A.4. Intellectual Property Provisions.** If this Order is for experimental, developmental, demonstration, or research work, Supplier agrees to and will comply with the Intellectual Property provisions of 37 CFR Part 401. For grants funded by the U.S. Department of Energy, Supplier also agrees to and will comply with 10 CFR § 600.325 — Intellectual Property and Appendix A to Subpart D of Part 600—Patent and Data Provisions.

**A.5. Procurement of Recovered Materials.** If Supplier is a state agency or agency of a political subdivision of a state, then Supplier and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**A.6. Copeland "Anti-Kickback" Act.** If this order is in excess of \$2,000 for construction, completion, or repair, Supplier agrees to comply with the applicable provisions of the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), 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"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Supplier must report all suspected or reported violations to Honeywell.

**A.7. Davis-Bacon Act.** (i) If this order is in excess of \$2,000 and is for construction work, Supplier agrees to comply with the applicable provisions of the **Davis-Bacon Act** (3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and Honeywell's policies and procedures governing same. This means that the Supplier will pay its relevant employees on no less than 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 must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

(ii) 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.

(iii) Supplier must report all suspected or reported violations to Honeywell. 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. Contract Work Hours and Safety Standards Act.** If this order is in excess of \$100,000 for work that involves the employment of mechanics or laborers, Supplier agrees to comply with the **Contract Work Hours and Safety Standards Act**, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**A.9. Access to Records by the Government.** Supplier agrees to permit access for **audit by the Inspector General, the Comptroller General of the United States, or any other duly authorized government representative**, 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. Clean Air Act; Federal Water Pollution Control Act.** If this order is in excess of \$150,000, Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** (41 U.S.C. 7401-7671q) and the **Federal Water Pollution Control Act** as amended (33 U.S.C. 1251-1387), as amended. Supplier must report any violations to Honeywell and the Regional Office of the Environmental Protection Agency.

**A.11. Byrd Anti-Lobbying Amendment.** 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. Supplier must also obtain this certification and disclosure from all applicable lower-tier contractors, with respect to any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Honeywell.

**A.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** (i) Supplier is prohibited from obligating or expending contract funds to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(ii) As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (b) Telecommunications or video surveillance services provided by such entities or using such equipment. (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**A.13. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Supplier must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (f) Requiring lower-tier subcontractors, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this clause.

**A.14. Termination Provisions.** All lower-tier contracts in excess of \$10,000 must address termination for cause and for convenience by Supplier including the manner by which it will be effected and the basis for settlement. All lower-tier contracts in excess of the simplified acquisition threshold must contain suitable provisions for termination for default by Supplier and for termination due to circumstances beyond the control of the contractor.

**A.15. Additional Required Flowdown Provisions.** If this agreement is in excess of the simplified acquisition threshold, Supplier agrees to abide by the required flowdowns in the grant agreement, including flowing to its suppliers as applicable, and agrees to administrative, contractual, and/or legal remedies should Supplier violate or breach these contract terms (including sanctions and penalties as appropriate).