

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 9					
2. Contract No. W52H09-04-D-0069		3. Award/Effective Date 2004MAR29		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date			
7. For Solicitation Information Call:		A. Name KATHY A WARNER			B. Telephone Number (No Collect Calls) (309)782-3148		8. Offer Due Date/Local Time				
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CFA-C ROCK ISLAND IL 61299-7630			Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 332995 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA5		12. Discount Terms		
e-mail: WARNERK@RIA.ARMY.MIL			15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA ST PETERSBURG 9549 KOGER BLVD GADSDEN BLDG SUITE 200 ST PETERSBURG FL 33702-2455			Code S1109A	
Telephone No.			17. Contractor/Offeror HONEYWELL INTL DSES CLEARWATER DEFENSE 13350 US HIGHWAY 19 NORTH ATTN: CLEARWATER, FL. 33764-7290		Code OBFA5		Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264		Code HQ0338
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer			18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum								
19. Item No.	20. Schedule Of Supplies/Services SEE SCHEDULE Contract Expiration Date: 2008DEC31  (Use Reverse and/or Attach Additional Sheets As Necessary)				21. Quantity	22. Unit	23. Unit Price		24. Amount		
25. Accounting And Appropriation Data							26. Total Award Amount (For Govt. Use Only) \$0.00				
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 2 Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					<input checked="" type="checkbox"/> 29. Award Of Contract: Ref. DAAE2002R0183 Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: SEE SCHEDULE						
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)						
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) VICKI AHLGRIM /SIGNED/ AHLGRIMV@RIA.ARMY.MIL (309)782-3220			31c. Date Signed			

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received  Inspected  Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number	34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number	
<input type="checkbox"/> Partial <input type="checkbox"/> Final	39. S/R Voucher Number	40. Paid By	<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer		41c. Date	42b. Received At (Location)		
			42c. Date Rec'd (YY/MM/DD)	42d. Total Containers	

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 9**

PIIN/SIIN W52H09-04-D-0069

MOD/AMD

**Name of Offeror or Contractor:** HONEYWELL INTL

## SUPPLEMENTAL INFORMATION

1. SOLICITATION DAAE20-02-R-0183 IS AWARDED AS A FIVE-YEAR COMMERCIAL REQUIREMENTS PROCUREMENT, UNDER THE PROVISIONS OF FAR PART 12, FOR REPAIR AND UPGRADE OF THE PALADIN DYNAMIC REFERENCE UNIT - HYBRID (DRUH), NSN(S) 6605-01-334-9447, PN 9396270 AND 6605-01-422-0715, PN 12967900 IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK (SOW).

2. THE FOLLOWING CLAUSES ARE HEREBY INCORPORATED INTO THE AWARD:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS, DFARS 252.212-7001.

PATENT INDEMNITY, FAR 27.203-1(b), 27.203-2(a), 27.203-4(a)(2).

CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS, FAR 52.212-4.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I, FAR 52.203-6.

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS, FAR 52.212-5

3. THE ORDERING PERIODS WILL BE AS FOLLOWS:

PRICING PERIOD 1: DATE OF AWARD - 31 DEC 2004

PRICING PERIOD 2: 01 JAN 2005 - 31 DEC 2005

PRICING PERIOD 3: 01 JAN 2006 - 31 DEC 2006

PRICING PERIOD 4: 01 JAN 2007 - 31 DEC 2007

PRICING PERIOD 5: 01 JAN 2008 - 31 DEC 2008

4. THE CONTRACTOR WILL ESTABLISH AN AVERAGE 60 DAY TURN AROUND TIME FOR EACH UNIT. DELIVERY WILL BE FOB ORIGIN.

5. THE GOVERNMENT CONTROLS THE PERFORMANCE SPECIFICATION FOR THE DRUH. SHOULD ANY CHANGES OCCUR TO THE CONFIGURATION, HONEYWELL SHALL CERTIFY THAT THE DRUH STILL MEETS THE GOVERNMENT'S REQUIREMENTS AS DEFINED BY THE PERFORMANCE SPECIFICATION.

6. THE SUBCONTRACTING PLAN HAS BEEN APPROVED AND IS HEREBY INCORPORATED IN THE CONTRACT AWARD.

7. THE FIRM FIXED PRICES INCLUDE THE COST OF WEB-BASED COMMERCIAL ASSET VISIBILITY (CAV), THEREFORE, CLIN 0002 IS DELETED.

8. ORIGINAL SECTION D, PACKAGING AND MARKING, OF THE SOW REFERENCING SPECIAL PACKAGING INSTRUCTION P9396270, IS HEREBY REPLACED WITH THE SECTION D INCORPORATED INTO THE SOW.

\*\*\* END OF NARRATIVE A 002 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-04-D-0069 MOD/AMD

Name of Offeror or Contractor: HONEYWELL INTL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: DIAGNOSIS/REPAIR DRU/DRUH            SECURITY CLASS: Unclassified</p> <p>CLIN 0001 IS AWARDED AS A            "REQUIREMENT"            CLIN IN ACCORDANCE WITH FAR 52.216-            21. THE LAST ORDERING PERIOD            EXPIRES 31 DEC 2008.</p> <p>PRICING IS FIRM-FIXED PRICE.</p> <p>DELIVERY IS FOB ORIGIN</p> <p>THE FOLLOWING ACTIVKTY IS AUTHORIZED            TO ISSUE ORDERS UNDER THIS            REQUIREMENTS CONTRCT:</p> <p>TACOM-RI            AMSTA-LC-CFA-C            ROCK ISLAND, IL 61299</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin ACCEPTANCE: Origin</p>				<p>\$ ** NSP **</p>
0003	<p><u>DATA ITEM</u></p> <p>NOUN: DD FORM 1423 (CDRL)            SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver            the technical data in accordance            with the requirements, quantities            and schedules set forth in the            Contract Data Requirements Lists (DD            Form 1423), Exhibit A.            NO DD 250'S REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** W52H09-04-D-0069 **MOD/AMD**

**Name of Offeror or Contractor:** HONEYWELL INTL

<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
	INSPECTION: Origin      ACCEPTANCE: Destination				

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 5 of 9

PIIN/SIIN W52H09-04-D-0069

MOD/AMD

**Name of Offeror or Contractor:** HONEYWELL INTL

## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	OCT/2003
2	52.227-3	PATENT INDEMNITY	APR/1984
3	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	JAN/2004

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) of 52.219-5.

(iii) Alternate II (JUNE 2003) of 52.219-5.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

(15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 6 of 9

PIIN/SIIN W52H09-04-D-0069

MOD/AMD

**Name of Offeror or Contractor:** HONEYWELL INTL

52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-00006).

52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 7 of 9</b>
	PIIN/SIIN W52H09-04-D-0069 MOD/AMD	

**Name of Offeror or Contractor:** HONEYWELL INTL

U.S.C. 351, et seq.).

\_\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(IF6278)

4	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JAN/2004
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(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

  X   52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

  X   252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0069 MOD/AMD	Page 8 of 9
Name of Offeror or Contractor: HONEYWELL INTL		

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act--Free Trade Agreements--Balance of Payments Program (Jan 2004)(41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)(10 U.S.C.2533a note)

252.225-7014 Preference for Domestic Speciality Metals (Apr 2003) (10 U.S.C. 2533a note).

252.225-7015 Restriction on Acquisitor of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a note).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings(Apr 2003)

( Alternate I)(Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (JAN 2004)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C. 2779)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).

252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)

( Alternate I)(JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003)(10 U.S.C. 2534(a)(3)).

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (Dec 2003) (10 U.S.C.2227)

252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

252.247-7023 Transportation of Supplies by Sea (May 2002) ( Alternate I)(Mar 2000)

( Alternate II) (Mar 2000)( Alternate III) (May 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Apr 2003)(10 U.S.C.2533a note).

252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)

5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I OCT/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52H09-04-D-0069 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 9
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**Name of Offeror or Contractor:** HONEYWELL INTL

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

End of Clause

(IF7209)