

RFQ INSTRUCTIONS - REPRESENTATIONS AND CERTIFICATIONS

COMMERCIAL AND GOVERNMENT - PARAGRAPHS 1 THROUGH 9  
GOVERNMENT ONLY - PARAGRAPHS 10 THROUGH 20

1. QUOTE BY REQUESTED RESPONSE DATE SHOWN ON THE FACE OF THIS RFQ. QUOTES RECEIVED BY THE BUYER AFTER THE CLOSE DATE MAY BE CONSIDERED NON-RESPONSIVE.
2. QUOTATION MUST BE SIGNED, OR TRANSMITTED WITH AN ELECTRONIC SIGNATURE, AND SHOULD INCLUDE UNIT PRICES, BEST LEAD TIME AFTER RECEIPT OF ORDER, AND "FCA" CITY OF ORIGIN "FREIGHT COLLECT" WITH ACTUAL CITY OF ORIGIN BEING NAMED. UNLESS OTHERWISE STATED IN THIS RFQ, A FIRM FIXED PRICE ORDER IS CONTEMPLATED.
3. QUOTE ANY ALTERNATIVE QUANTITY IN ADDITION TO THE QUANTITY SHOWN ON THIS RFQ IF IT WOULD RESULT IN A MORE FAVORABLE UNIT PRICE.
4. QUOTE AVAILABLE PROMPT PAYMENT DISCOUNT TERMS (SEE ARTICLE 03 OF THE TERMS AND CONDITIONS OF PURCHASE REFERENCED ON THIS RFQ FOR STANDARD TERMS OF SETTLEMENT).
5. IF SPECIAL TOOLING AND/OR SPECIAL TEST EQUIPMENT IS REQUIRED FOR WHICH PURCHASER WILL BE CHARGED, QUOTE MUST BE ACCOMPANIED BY A BREAKDOWN OF THE ITEMS OF SPECIAL TOOLING AND/OR SPECIAL TEST EQUIPMENT WHICH WILL BE REQUIRED TO FABRICATE THE PART OR OTHER END ITEM. SEE REMARK E21, TOOLING SUPPLEMENT, FOR APPLICABLE TERMS AND CONDITIONS.
  - A. IF SPECIAL TOOLING AND/OR SPECIAL TEST EQUIPMENT IS REQUIRED FOR WHICH THE PURCHASER WILL NOT BE CHARGED, SELLER'S QUOTE TO INCLUDE:
    - I. IDENTIFICATION OF THE OWNING AGENCY OF THE SPECIAL TEST EQUIPMENT AND/OR SPECIAL TOOLING TO BE USED: (GEA) or (GEA/USG) or (OTHER). IF THE OWNING AGENCY IS USG, THEN THE SELLER MUST ALSO PROVIDE:
      - a. A BREAKDOWN (LIST INCLUDING TOOL NUMBER) OF THE SPECIAL TOOLING AND/OR TEST EQUIPMENT TO BE USED TO MANUFACTURE THE PART OR OTHER END ITEM
      - b. IDENTIFICATION OF THE ASSOCIATED CONTRACT NUMBER TO WHICH THAT SPECIAL TOOLING AND/OR SPECIALTY TEST EQUIPMENT IS ASSIGNED
    - II. SELLER SHALL USE GOVERNMENT PROPERTY, EITHER FURNISHED OR ACQUIRED UNDER THE CONTRACT NUMBER, SOLELY AND EXCLUSIVELY FOR PERFORMING WORK ASSOCIATED WITH SUCH CONTRACT NUMBER, UNLESS OTHERWISE EXPRESSLY AUTHORIZED IN WRITING BY PURCHASER AND THE US GOVERNMENT.  
SELLER SHALL OBTAIN AUTHORIZATION TO USE GOVERNMENT PROPERTY IN SUPPORT OF EFFORTS UNDER A CONTRACT NUMBER OTHER THAN THE CONTRACT NUMBER TO WHICH IT IS ASSIGNED, BY SUBMITTING A SUPPLIER REQUEST FOR CROSS CONTRACT USE OF US GOVERNMENT PROPERTY TO PURCHASER. RENTAL CHARGES MAY APPLY IN ACCORDANCE WITH FAR 52.245-9. RENTED PROPERTY SHALL BE USED ONLY ON A NON-INTERFERENCE BASIS.

AUTHORIZING SUCH USE OF THE GOVERNMENT PROPERTY DOES NOT WAIVE ANY RIGHTS OF THE PURCHASER TO TERMINATE THE SELLER'S RIGHT TO USE THE GOVERNMENT PROPERTY. THE "SUPPLIER REQUEST FOR CROSS CONTRACT USE OF US GOVERNMENT PROPERTY" FORM (SOURCING FORM RCCU - AVAILABLE FROM THE GE BUYER) IS TO BE SUBMITTED BY THE SELLER WITH THE SUPPLIER QUOTATION IF CROSS-CONTRACT USE OF US GOVERNMENT OWNED PROPERTY IS REQUESTED. US GOVERNMENT FUNDED TOOLING/PROPERTY CAN ONLY BE USED IN SUPPORT OF THE US GOVERNMENT CONTRACT NUMBER AND GE ISSUED PURCHASE ORDER(S) TO WHICH IT IS ASSIGNED. ONLY THE US GOVERNMENT CAN AUTHORIZE THE USE OF US GOVERNMENT OWNED TOOLING/PROPERTY ON ANY OTHER EFFORT OR CONTRACT OTHER THAN THE ONE TO WHICH IT IS ASSIGNED. PRIOR TO USING THE TOOL/PROPERTY FOR ANY OTHER EFFORT, WRITTEN PERMISSION MUST BE PROVIDED BY THE GOVERNMENT AND COORDINATED WITH PURCHASER. THEREFORE, IF SELLER REQUIRES USE OF EXISTING US GOVERNMENT PROPERTY TO COMPLETE WORK FOR ANY POTENTIAL ORDER RESULTING FROM A REQUEST FOR QUOTATION, THE SELLER SHALL DETERMINE THE CONTRACT NUMBER TO WHICH THE EXISTING US GOVERNMENT PROPERTY IS ASSIGNED. IF THE SELLER REQUESTS USAGE OF THE US GOVERNMENT PROPERTY UNDER A DIFFERENT CONTRACT NUMBER THAN THE CONTRACT NUMBER TO WHICH IT IS ASSIGNED, THE SELLER MUST SUBMIT A "SUPPLIER REQUEST FOR CROSS CONTRACT USE OF US GOVERNMENT PROPERTY" FORM (SOURCING FORM RCCU - AVAILABLE FROM THE GE BUYER) TO PURCHASER. THIS REQUEST MUST BE APPROVED IN WRITING BY THE US GOVERNMENT AND PURCHASER PRIOR TO ANY USAGE OF US GOVERNMENT PROPERTY UNDER A DIFFERENT CONTRACT NUMBER THAN TO WHICH IT IS ASSIGNED. ANY REQUEST FOR CROSS CONTRACT USE MUST ALSO INCLUDE A SPECIFICALLY DEFINED PROPOSED RENTAL PERIOD.

IN THE EVENT SELLER SUBMITS A CROSS-CONTRACT UTILIZATION REQUEST UNDER THE PARAGRAPHS ABOVE AND IT IS APPROVED IN WRITING, BY THE US GOVERNMENT/PURCHASER, SELLER SHALL HAVE THE RIGHT TO USE SUCH US GOVERNMENT PROPERTY UNDER THE TERMS SET FORTH IN PURCHASER'S WRITTEN APPROVAL AND SHALL PAY THE RENTAL FEE, AT THE RENTAL RATE PER FAR 52.245-9, AS CALCULATED BY THE PURCHASER IN ACCORDANCE WITH SUCH FAR CLAUSE. UNAUTHORIZED USE OF GOVERNMENT PROPERTY CAN BE SUBJECT TO PENALTIES UNDER 18 U.S.C. 641.

AT ANY TIME DURING THE RENTAL PERIOD, PURCHASER MAY REVOKE, IN WHOLE OR IN PART, THE CROSS-CONTRACT UTILIZATION APPROVAL AND REQUIRE SELLER, AT THE SELLER'S EXPENSE, TO RETURN THE US GOVERNMENT PROPERTY TO PURCHASER OR THE US GOVERNMENT, AS DIRECTED BY PURCHASER, OR TO RESTORE/REPLACE THE PROPERTY TO ITS PRE-RENTAL CONDITION (LESS NORMAL WEAR AND TEAR), OR BOTH.

SELLER SHALL FLOW THE REQUIREMENTS OF THIS CLAUSE 5 TO ITS SUBCONTRACTORS AND SUPPLIERS AT ANY TIER FOR THE PERFORMANCE OF ANY CONTRACT.

6. UNLESS THIS RFQ SPECIFIES OTHERWISE, THE SELLER REPRESENTS THAT THE ITEMS QUOTED ARE NEW AND ARE NOT OF SUCH AGE OR SO DETERIORATED AS TO IMPAIR THEIR USEFULNESS OR SAFETY. BY SUBMITTING ITS SIGNED OFFER OR TRANSMITTING AN ELECTRONIC SIGNATURE, THE SELLER CONFIRMS THEY SHALL MAINTAIN A METHOD OF ITEM TRACEABILITY THAT ASSURES TRACKING OF THE SUPPLY CHAIN BACK TO THE OEM.

7. AWARD OF THE ORDER RESULTING FROM THIS RFQ MAY BE MADE WITHOUT DISCUSSIONS. THEREFORE, THE INITIAL QUOTE SHOULD CONTAIN THE SELLER'S BEST OFFER IN TERMS OF PRICE AND DELIVERY. WHEN MULTIPLE PART NUMBERS APPEAR ON AN RFQ, THE BUYER RESERVES THE RIGHT TO

AWARD AS A PACKAGE OR ON A STAND-ALONE BASIS.

8. SELLER AGREES TO EXECUTE A SUPPLIER EVALUATION PROPRIETARY INFORMATION AGREEMENT IN CONNECTION WITH THE PROVISION OF ANY DATA BY PURCHASER PURSUANT TO THIS RFQ.

9. BY SUBMITTING ITS SIGNED OFFER OR TRANSMITTING AN ELECTRONIC SIGNATURE, IF SELLER FAILS TO RECEIVE A PURCHASE ORDER AS A RESULT OF THIS RFQ THEN SELLER AGREES TO DESTROY ANY INFORMATION PROVIDED PURSUANT TO THIS RFQ. IF SELLER RECEIVES A PURCHASE ORDER AS A RESULT OF THIS RFQ, THEN THE TERMS OF THE PURCHASE ORDER SHALL GOVERN INFORMATION PROVIDED PURSUANT TO THE RFQ.

IF SELLER INTENDS TO DISCLOSE ANY DATA OR INFORMATION OBTAINED FROM PURCHASER TO A FOREIGN COUNTRY OR A NON-U.S. CITIZEN, INCLUDING BUT NOT LIMITED TO SELLERS OWN FACILITY OUTSIDE OF THE U.S., A FOREIGN AFFILIATE OR UNRELATED SUBCONTRACTOR, OR AN EMPLOYEE OF SELLER IN THE U.S. WHO IS NOT A U.S. CITIZEN, SELLER IS RESPONSIBLE FOR COMPLIANCE WITH ALL EXPORT CONTROL LAWS AND REGULATIONS APPLICABLE TO THE EXPORT OF INFORMATION AND DATA, AND FOR HAVING ALL EXPORT AUTHORIZATIONS REQUIRED BY LAW OR REQUESTED BY PURCHASER.

10. BY SUBMITTING ITS SIGNED OFFER, OR TRANSMITTING AN ELECTRONIC SIGNATURE, THE SELLER IS CONFIRMING THAT THE ANNUAL REPRESENTATIONS AND CERTIFICATIONS WHICH WERE PREVIOUSLY FURNISHED TO GE, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE, ARE CURRENT, ACCURATE, AND COMPLETE AS OF THE DATE OF THIS OFFER.

11. IF THE OFFER SUBMITTED IS IN EXCESS OF \$150,000, THE SELLER, BY SUBMITTING ITS SIGNED OFFER, OR TRANSMITTING AN ELECTRONIC SIGNATURE, CERTIFIES COMPLIANCE WITH FAR 52.203-11, CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.

12. BY SUBMITTING ITS SIGNED OFFER, OR TRANSMITTING AN ELECTRONIC SIGNATURE, THE SELLER REPRESENTS THAT NEITHER IT OR ITS PRINCIPALS ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT. SHOULD THIS RFQ RESULT IN AN AWARD THE SELLER'S PRIOR CERTIFICATION WILL REMAIN IN EFFECT UNLESS PRIOR TO ACCEPTING THE PURCHASE ORDER SELLER NOTIFIES THE BUYER THAT IT HAS SINCE BECOME DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT; AND IN THE EVENT THE SELLER FAILS TO PROVIDE SUCH NOTIFICATION AND IT IS LATER DETERMINED THAT THE SELLER, AS OF THE AWARD DATE, WAS IN FACT DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT, SELLER AGREES THE RESULTING AWARD SHALL BE CONSIDERED NULL AND VOID.

13. PROGRESS PAYMENTS MAY BE AVAILABLE UNDER PURCHASER'S CONTRACT IF A FIXED PRICE CONTRACT IS AWARDED AND SELLER COMPLIES WITH FAR 52.232-16 AND PART 32 OF THE FAR.

14. WHEN THE RESPONSE TO THIS REQUEST CONTAINS COSTS OR CHARGES FOR ROYALTIES, THE INFORMATION REQUIRED BY FAR 52.227-6 MUST BE FURNISHED FOR EACH ITEM OF ROYALTY OR LICENSE FEE.

15. IF THE SELLER'S QUOTE EXCEEDS \$700,000, EXCEPT FOR QUOTATIONS FROM SMALL BUSINESSES AND FIRMS LOCATED OUTSIDE THE U.S., THE SELLER

MUST SUBMIT A COPY OF ITS SMALL BUSINESS SUBCONTRACTING PLAN, PER FAR 52.219-9, WITH ITS QUOTATION.

16. QUOTE WHETHER OR NOT US GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (OTHER THAN THAT PROVIDED BY GE) WILL BE USED. IF SO, QUOTE ANY APPLICABLE RENTAL CHARGES SEPARATELY AND PROVIDE A COPY OF THE COGNIZANT CONTRACTING OFFICER'S CONCURRENCE WITH SUCH USE AS PART OF THE RESPONSE TO THIS SOLICITATION.

17. IF THE OFFER, SUBMITTED BY A DOMESTIC CONCERN, IS IN EXCESS OF \$5,000,000, AND HAS A PERIOD OF PERFORMANCE GREATER THAN 120 DAYS. THE SELLER, BY SIGNING ITS OFFER OR TRANSMITTING AN ELECTRONIC SIGNATURE, CERTIFIES COMPLIANCE WITH FAR 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. THIS INCLUDES THE REQUIREMENT TO HAVE A WRITTEN CODE OF BUSINESS ETHICS AND CONDUCT, AND, FOR BUSINESSES THAT ARE OTHER THAN A SMALL BUSINESS, AN AWARENESS PROGRAM AND INTERNAL CONTROL SYSTEM.

18. THE SELLER REPRESENTS THAT THE ITEMS QUOTED ARE COMPLIANT TO FAR 52.215-23 (LIMITATIONS ON PASS-THROUGH CHARGES). BY SUBMITTING ITS SIGNED OFFER OR TRANSMITTING AN ELECTRONIC SIGNATURE, THE SELLER CONFIRMS THEY SHALL NOTIFY THEIR BUYER IF THE AMOUNT OF EFFORT AFTER AWARD EXCEEDS 70 PERCENT OF THE TOTAL COST OF WORK PERFORMED UNDER THE CONTRACT.

19. BY SUBMITTING ITS SIGNED OFFER, OR TRANSMITTING AN ELECTRONIC SIGNATURE, THE SELLER WARRANTS THAT IT HAS DISCLOSED TO GE ANY AND ALL RESTRICTIONS ON THE USE, RELEASE, OR DISCLOSURE OF ALL TECHNICAL DATA (INCLUDING DRAWINGS, SPECIFICATIONS, AND OTHER RELATED INFORMATION) AND NON-COMMERCIAL COMPUTER SOFTWARE AND COMPUTER SOFTWARE DOCUMENTATION THAT IS REQUIRED TO BE DELIVERED BY SELLER UNDER THE TERMS OF THIS SOLICITATION. SELLER ACKNOWLEDGES THAT ITS FAILURE TO IDENTIFY ANY SUCH RESTRICTIONS WILL RESULT IN THE GOVERNMENT OBTAINING UNLIMITED RIGHTS IN SUCH TECHNICAL DATA AND COMPUTER SOFTWARE PURSUANT TO THE RELATED CLAUSES IN ANY RESULTING SUBCONTRACT. ANY TECHNICAL DATA OR COMPUTER SOFTWARE THE SELLER PROPOSES TO DELIVER WITH LESS THAN UNLIMITED RIGHTS SHALL BE IDENTIFIED AS PART OF ITS RESPONSE TO THIS SOLICITATION IN THE FORMAT SHOWN BELOW (SEE DFARS 252.227-7013 FOR GUIDANCE):

TECHNICAL DATA TO BE FURNISHED WITH RESTRICTIONS	ASSERTED BASIS FOR ASSERTION	NAME OF PERSON RIGHTS ASSERTING	CATEGORY RESTRICTIONS
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(LIST)	(LIST)	(LIST)	(LIST)
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20. BY SUBMITTING ITS SIGNED OFFER, OR TRANSMITTING AN ELECTRONIC SIGNATURE, THE SELLER WARRANTS THAT IT UNDERSTANDS THAT INFORMATION SUPPLIED PURSUANT TO FAR 52.204-10 WILL BE REPORTED TO THE USG AND BE AVAILABLE TO THE PUBLIC.

21. BY SUBMITTING ITS SIGNED OFFER, OR TRANSMITTING AN ELECTRONIC SIGNATURE, THE SELLER WARRANTS THAT IT UNDERSTANDS AND WILL COMPLY WITH 252.204-7012 (SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING) AS REQUIRED.