

**REMARK D78\_SY**

**(Dated December 12, 2017)**

Note: seller's information: notwithstanding any document marking to the contrary, any knowledge or information -- whether in writing, verbally, or in any form whatsoever -- which the seller discloses to Purchaser in response to or in connection with this RFQ or Purchaser's evaluation of seller's response, shall not be deemed Confidential or Proprietary information. Accordingly, the purchaser shall not be liable for any use or disclosure thereof.

**RFQ Instructions - Representations and Certifications**

Commercial and Government (US & UK): paragraphs 1 through 9

US Government only: paragraphs 10 through 21

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 INCOTERMS 2010 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.
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 (SEPIA) or a Proprietary Information Agreement (PIA) 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.

For RFQs initiated by a GE Aviation US Domestic site only; 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.

For RFQs initiated by a GE Aviation UK site for ITAR related work; A separate ITAR/Commerce Non-Disclosure Agreement (NDA) will be executed in conjunction with this RFQ as relevant

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.
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 U.S. 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 \$5,500,000, 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		Asserted	Name of person
To be furnished	Basis for	Rights	Asserting
<u>With restrictions</u>	<u>Assertion</u>	<u>category</u>	<u>restrictions</u>
(list)	(list)	(list)	(list)

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 defence information and cyber incident reporting) as necessary.