

# REMARK D78

06/14/2004

RFQ: PROVISIONS  
REQUIREMENT D78

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

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 "FOB" 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 21, 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.
  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.
- IN ADDITION TO THE ABOVE, THE FOLLOWING ARTICLES APPLY TO ANY RFQ WHICH REFERENCES A GOVERNMENT CONTRACT.
8. 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.
  9. 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.
  10. IF THE SELLER'S QUOTE EXCEEDS \$500,000, 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.

11. 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.

12. 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	BASIS FOR ASSERTION	ASSERTED RIGHTS CATEGORY	NAME OF PERSON ASSERTING RESTRICTIONS
(LIST)	(LIST)	(LIST)	(LIST)

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

14. 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.

#### GOVERNMENT CONTRACT REPRESENTATIONS AND CERTIFICATIONS.

14. 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.

15. IF THE OFFER SUBMITTED IS IN EXCESS OF \$100,000, 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.

16. 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.