



REQUEST FOR PROPOSAL (RFP) GENERAL PROVISIONS

We would like to take this opportunity to remind suppliers of our commitment to conduct business with uncompromising integrity. This commitment is clearly established in the [Leidos Code of Conduct](#) ("Code"), and Leidos expects its suppliers/offerors to adhere to, and conduct themselves in a manner consistent with the principles of our Code. Additionally, we expect our suppliers to have proactive and meaningful ethics programs established within their organizations. Suppliers should understand, foster, and mirror the ethical conduct we expect from our employees in all business transactions. If you believe that Leidos or any of its employees or agents has acted improperly or unethically, please report such behavior to the Leidos ethics HOTLINE (800) 760-4332. The below indicates, without limitation, Leidos' expectations and requirements regarding suppliers' offers:

1. **LATE OFFERS.** Formal offers, amendments, or requests for withdrawal of offers received after the date specified for submittal may not be considered.
2. **ALTERNATE PROPOSALS.** In addition to the offer solicited herein, the offeror is invited to submit an alternate proposal, which may be advantageous to Leidos ("Leidos").
3. **DISCLOSURE OF PARTICIPANTS.** All lower-tier subcontractors must be disclosed with the proposal.
4. **COMPLETENESS.** All information required by RFQ/P must be supplied to constitute a responsive bid. Non-responsive offers may not be considered.
5. **BRAND NAMES.** Brand names and part numbers, when used, are for reference to indicate the performance or quality desired. Equal items will be considered provided that the offeror describes the article. Offers for equal items shall state the brand name and part number, or level of quality. The determination of Leidos as to what items are equal shall be final and conclusive. When brand name, part number, or level of quality is not stated by the offeror, it is understood the offer is exactly as specified in the RFQ/P.
6. **COUNTERFEIT PRODUCTS.** For purposes of this clause, "Goods" means any tangible items, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" means Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.

Offeror agrees and shall ensure that Counterfeit Goods are not delivered to Leidos. Goods delivered to Leidos or incorporated into other Goods and delivered to Leidos shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. If requested by Leidos, bidder shall provide OCM/OEM documentation that authenticates products. Offeror shall report suspected or confirmed Counterfeit Goods into the Government-Industry Data Exchange Program (GIDEP).
7. **NET PRICES.** Offered prices, unless otherwise specified, must be net, including transportation and handling charges, which shall be set forth as a separate line item on quotation/proposal. Transportation charges must be fully prepaid by offeror to destination, and subject only to cash discount for prompt payment of invoices. Additionally, Leidos requires the following:
 - a. Prices are to be quoted as "Unit" prices; do not quote "Lot" prices.
 - b. Provide pricing schedule based on specified price breaks, if any.
 - c. If applicable, furnish published price list with offer.
8. **EVALUATION.** Leidos reserves the right to: (1) Award on the basis of individual items, or groups of items, or on the entire list of items; (2) Reject any or all offers, or any part thereof; (3) Waive any informality in the offers; and (4) Accept the offer that is in the best interest of Leidos. Leidos' decision shall be final.
9. **NO BID.** In the event an offer cannot be submitted for the specified requirements as set forth in the RFQ/P, please provide an explanation as to why you are unable to bid on these requirements.
10. **TAXES.** Buyer may be exempt from the payment of any federal excise or any state sales tax. The price offered must be net, exclusive of taxes. However, when under established trade practice, any federal excise tax is included in the list price, offeror may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by Buyer.
11. **SERVICE LIFE AND WARRANTY.** When applicable, all offerors will state their warranty regarding the return of defective and unserviceable items or products as well as the minimum service life of the offered item or product.
12. **DELIVERY.** When applicable, all shipments are to be made F.O.B. to a specific destination as specified, or prepaid. Collect shipments can be accepted only with proper advance notification, and only with specific approval from the Leidos.



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- 13. PACKING SLIPS OR DELIVERY TICKETS.** When applicable, all shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets in duplicate and shall contain the following information for each item delivered:
- Purchase Order Number
 - Item Number
 - Description or Part Number
 - Quantity Ordered
 - Quantity Shipped
 - Name of the Supplier
 - The above requirement is extremely important when accepting shipments. Offerors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.
- 14. LIABILITY.** Leidos is not obligated to pay for any expenses incurred as a result of your efforts to respond to this solicitation. Moreover, Leidos will not, by virtue of this solicitation, become obligated to award a purchase order. Leidos reserves the right to subsequently award the effort described herein to a respondent determined to be in compliance with the guidelines and in the overall best interest of Leidos and its customer.
- Leidos will not accept confidential or proprietary information without a signed Non-Disclosure Agreement. All information provided by you in response to this solicitation will remain the property of the Leidos.
- The Offeror shall hold Leidos, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted compositions; secret process, patented or unpatented invention; articles or appliances furnished or used under this bid, and agrees to defend, at offeror's expense, any and all actions brought against Leidos, or itself because of the unauthorized use of such articles.
- 15. GENERAL.** Any Purchase Order or Subcontract issued as a result of this Request for Quote/Proposal is subject to Leidos Terms and Conditions regardless of offeror's terms and conditions submitted with the proposal. Specific exceptions are to be noted as part of offeror's proposal and if incorporated into Leidos' Purchase Order or Subcontract will become binding on the parties.
- 16. TERMS and CONDITIONS.** This prospective order is subject to all attachments in this solicitation to include, but not limited to: Statement of Work (when applicable); Leidos' standard terms and conditions, any specific customer required clauses and Supplier Representations and Certifications.
- 17. GRATUITIES.** By acknowledgment of response to this RFQ/P, the offeror hereby certifies that no gratuities were offered by the offeror or solicited by any Leidos employee either directly or indirectly. Any situation where a gratuity is solicited should be reported immediately to the Leidos SVP, Chief Procurement Officer at 571-526-7571.
- 18. AWARD.** The order will be awarded to the lowest priced, responsible and responsive offeror complying with all the provisions of the RFQ/P, provided the offered price is reasonable and is in the best interest of Leidos. Leidos reserves the right to reject the offer of an offeror who has previously failed to perform properly or complete on time, contacts of similar nature, or the offer of an offeror who, under investigation shows is not in position to perform the order.
- 19. ACCEPTANCE.** A written award mailed (or otherwise furnished) to the successful offeror shall be deemed to result in a binding contract without further action by either party.