

## REQUEST FOR QUOTATION (RFQ) GENERAL PROVISIONS

(Goods and Incidental Services – Tax Exempt Customer)

BETIS DIRECT (BUYER) REMINDS OUR SUPPLIERS (SELLER) OF OUR COMMITMENT TO CONDUCT BUSINESS WITH UNCOMPROMISING INTEGRITY. COMMENSURATE WITH THE SIZE AND NATURE OF THEIR BUSINESSES, WE EXPECT OUR SUPPLIERS TO HAVE MANAGEMENT AND BUSINESS SYSTEMS IN PLACE TO SUPPORT COMPLIANCE WITH THE LETTER, SPIRIT, AND INTENT OF APPLICABLE LAWS, REGULATIONS, AND THE EXPECTATIONS RELATED TO OR ADDRESSED EXPRESSLY IN BETIS DIRECT'S SUPPLIER CODE OF CONDUCT. BETIS DIRECT'S CODE OF CONDUCT AND SUPPLIER'S CODE OF CONDUCT ARE AVAILABLE FOR YOUR REVIEW AT [BETISDIRECT.COM/SUPPLIERETHICS](http://BETISDIRECT.COM/SUPPLIERETHICS). IF YOU BELIEVE THAT BETIS DIRECT OR ANY OF ITS EMPLOYEES OR AGENTS HAS ACTED IMPROPERLY OR UNETHICALLY, PLEASE REPORT SUCH BEHAVIOR TO THE BETIS DIRECT PRESIDENT AT 757.331.1200.

### **1: COMPLETENESS**

All information required by RFQ must be supplied to constitute a responsive bid. Non-responsive offers may not be considered.

### **2: COUNTERFEIT PRODUCTS**

Seller agrees and shall ensure that Counterfeit Goods are not delivered to BETIS DIRECT. Goods delivered to BETIS DIRECT or incorporated into other Goods and delivered to BETIS DIRECT shall be new (unless specifically stated in the RFQ otherwise) 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 BETIS DIRECT, bidder shall provide OCM/OEM documentation that authenticates products. Seller shall report suspected or confirmed counterfeit items into the Government-Industry Data Exchange Program (GIDEP).

### **3: AUTHORIZATION TO RESELL**

The Seller grants BETIS DIRECT the authority to resell the products and/or services included in the Seller's Quote to BETIS DIRECT'S customer.

### **4: EVALUATION**

Buyer reserves the right: (1) to award on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all offers, or any part thereof; (3) to accept the offer that is in the best interest of BETIS DIRECT.

### **5: NO BID**

In the event a bid cannot be submitted for the specified requirements as set forth in the RFQ, the Seller must provide an explanation.

### **6: AWARD**

The order will be awarded to the Seller based upon the RFQ evaluation criteria and whose proposal is deemed responsible and responsive complying with all the provisions of the RFQ. In the event the award will be made on price alone, the award will be made to the Seller with the lowest price, technically acceptable proposal provided the offered price is reasonable and is in the best interest of Buyer.

### **7: SERVICE LIFE**

When applicable, all quotations will include the company policy regarding the return of defective and unserviceable items or

products as well as the minimum service life of the offered item or product.

### **8: DELIVERY**

When applicable, all shipments are to be made F.O.B. to a specific destination as specified, or prepaid.

### **9: 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

Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

### **10: LIABILITY**

The Seller shall hold Buyer, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopied copyrighted compositions; secret process, patented or unpatented invention; articles or appliances furnished or used under this bid, and agrees to defend, at Seller's expense, any and all actions brought against Buyer, or itself because of the unauthorized use of such articles.

### **11: GENERAL**

Any Purchase Order issued as a result of this RFQ is subject to Buyer's Terms and Conditions regardless of Seller's terms and conditions submitted with the quotation.

### **12: TAX EXEMPT**

All product and/or services requested are for resale to a government or tax exempt education customer. A Sales Tax Exemption Certificate is included with this RFQ. The Seller shall inform BETIS DIRECT if it requires any other evidence of the Customer's tax exempt status.

### **12: DPAS RATING**

If a U.S. Government Contract is indicated, you are required to follow the provisions of DPAS 15 CFR 700 and all other applicable regulations and orders of the U.S. Department of Commerce in obtaining products, materials and services needed to fill this order. If a rating is shown, then this order is certified for national defense under DPAS.

### **13: GRATUITIES**

Responding to this RFQ certifies that no gratuities were offered by the Seller or solicited by any BETIS DIRECT employee either directly or indirectly. If a gratuity was solicited, it should be reported immediately to BETIS DIRECT'S President at 757.331.1200.