

AUTHORIZED MULTIPLE AWARD SCHEDULE
PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION

SPECIAL ITEM NUMBER 33411 – PURCHASING OF NEW ELECTRONIC EQUIPMENT

SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

SPECIAL ITEM NUMBER 332510C - Hardware Store, Home Improvement Center, Industrial or General Supply Store, or Industrial Maintenance Repair and Operations (MRO) Distributor - Catalog

SPECIAL ITEM NUMBER OLM – ORDER LEVEL MATERIAL (OLM)



BahFed Corp

1000 SW Broadway Ste 1110

Portland, OR 97205-3063

Phone: 503-208-8410

Fax: 503-208-3269

www.BahFed.com

Contract Number: **GS-35F-0431Y**

Period Covered by Contract: **May 25, 2012 – May 24, 2022**

General Services Administration

Federal Acquisition Service

Pricelist current through Modification PO-0099, dated January 13, 2021.

Products and ordering information in this Multiple Award Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

CUSTOMER INFORMATION:

1. Awarded Special Item Number(s):

SIN	Description
33411 & 33411RC	Purchasing of New Electronic Equipment
54151S & 54151SRC	Information Technology (IT) Professional Services
332510C	Hardware Store, Home Improvement Center, Industrial or General Supply Store, or Industrial Maintenance Repair and Operations (MRO) Distributor - Catalog
OLM	Order-Level Materials (OLM)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract: See Pricing.

1c. Descriptions of all corresponding commercial job titles with experience, functional responsibility and education: See Pricing.

2. Maximum Order: For SINS 33411 and 54151S - \$500,000
For SIN 332510C -- \$750,000

3. Minimum Order: \$100

4. Geographic Coverage: Domestic & Overseas

5. Point of Production: N/A

6. Prices Shown Herein are Net (discount deducted)

7. Quantity Discount: None

8. Prompt Payment Terms: None

9. Government Purchase Cards are accepted above the micro-purchase threshold.

10. Foreign Items: None

11. Time of Delivery: For SINS 33411 – 30 Days ARO.
For SIN 54151S – BahFed Corp shall deliver or perform services in accordance with the terms negotiated in an agency’s order.

Expedited Delivery: Consult with Contractor

Overnight/2-Day Delivery: Consult with Contractor

Urgent Requirements: Consult with Contractor

12. **FOB Point:** Destination for continental U.S. (CONUS) orders and FOB Origin for outside continental U.S. (OCONUS).
13. **Ordering Address:** BahFed Corp
Attn: GSA Orders
1000 SW Broadway
Suite 1110
Portland, OR 97205-3063
14. **Payment Address:** BahFed Corp
Attn: Accounts Receivable
1000 SW Broadway
Suite 1110
Portland, OR 97205-3063
15. **Warranty Provisions:** Manufacturer's Standard Warranty
16. **Export Packing charges:** Not applicable
17. **Terms and conditions of Government Purchase Card Acceptance:** Contact BahFed Corp for terms and conditions of Government Purchase Card acceptance.
18. **Terms and conditions of rental, maintenance, and repair:** Not applicable
19. **Terms and conditions of installation:** Not applicable
20. **Terms and conditions of repair parts:** Not applicable
21. **Terms and conditions for any other services:** Not applicable
22. **List of service and distribution points:** Not applicable
23. **List of participating dealers:** Not applicable
24. **Preventive maintenance:** Not applicable
25. **Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:** Not applicable
26. **Section 508:** Contact BahFed Corp for compliance information. The EIT standards can be found at: <http://www.section508.gov>
27. **DUNS Number:** 078277396

28. Tax ID Number: 45-3644100

29. Business size: Certified Veteran-owned, HUBZone, Disadvantage, Small

30. BahFed Corp is registered in the System for Award Management (SAM) database.

**TERMS AND CONDITIONS APPLICABLE TO THE PURCHASING OF NEW ELECTRONIC EQUIPMENT
(SPECIAL ITEM NUMBERS 33411 & 33411RC)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB Destination for continental U.S. (CONUS) orders and FOB Origin for outside continental U.S. (OCONUS).

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule: **All items are self-installable**

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

c. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411 or SIN 33411REF.

d. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights

- (1) within a reasonable time after the defect was discovered or should have been discovered;
- and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Manufacturer's standard commercial warranty will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

BahFed Corp
1000 SW Broadway Ste 1110
Portland, OR 97205

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBERS 54151S & 54151SRC)

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54141S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Multiple Award Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS ☐COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I – FEB ~~2007~~)

applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate.

Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate

for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

RETURN POLICY

BahFed Corp's motto is "**Dedication beyond Delivery.**" If you are unhappy with a product you purchased from BahFed Corp, we want to make it right. You may return eligible products for a credit or a refund of the purchase price paid, less shipping and handling and any applicable restocking fees, as set forth in detail below.

Eligible Returns: Unless otherwise stated in this policy, products are eligible for return if you obtain a Return Authorization ("RA") number from BahFed Corp within the applicable return period set forth in this Return Policy. Please see "How to Return a Product" below for further details.

Non-Returnable Products: BahFed Corp cannot accept the following items for return, except as otherwise provided below:

- Special Order Items including customized items
- Floor Machines and Equipment
- Consumable and Medical Supplies
- Opened Non-defective Hardware/IT Items
- Refrigerators
- Microwaves
- Non-stock Close-out Merchandise or Discontinued Items
- Dated Products (including, but not limited to: calendars, appointment books and organizers, business journals and diaries, desk and desk pad calendars, wall calendars and planners, and any other products that contain annual date information)
- Memory Products (e.g. RAM, portable drives, thumb drives)
- Virtual Software Licenses, except for Adobe Virtual Software. Adobe Virtual Software returns must be accompanied by a correctly formatted Adobe Letter of Destruction on company letterhead within **15 days of delivery.**

Delivery date is considered the date of product being received/delivered and not the date of the product being opened.

Restocking Fee: All returns are subject to a 10% restocking fee, unless the product is defective, damaged during shipment or incorrectly shipped.

Defective Products: Products that are defective will be authorized for return or replacement within 30 days of delivery and are not subject to a restocking fee. Valid reason and proof of defectiveness is required. BahFed Corp will provide, at no cost to you, either a return shipping label or a call tag when you contact us to obtain an RA number. After 30 days customer may be directed to contact manufacturer direct for further assistance.

Damaged or Incorrect Products: Products that are damaged during shipment or incorrect will be authorized for return or replacement within **15 days of purchase** and are not subject to a restocking fee. BahFed Corp will provide, at no cost to you, either a return shipping label or a call tag when you contact us to obtain an RA number. In order to obtain an RA number for a damaged or incorrect item, you must provide photographic evidence, acceptable to BahFed Corp in its discretion, clearly showing the alleged damage or showing that you have received the incorrect product.

Shortages: In the event you do not receive all products you have ordered, you must report this to BahFed Corp within **15 days of receipt** of your shipment. If you report the shortage as provided herein, BahFed Corp will ship the balance of your product to you and you will not be charged for the additional shipping and handling.

Over shipment: In the event you receive an over shipment of product, you must request an RA number within **15 days of receipt** of the shipment. BahFed Corp will then provide a return shipping label for you to return the over

shipment. In the event you do not return the over shipment using the provided return shipping label within 10 days of receipt of the RA number, then you will be charged for all product received.

Address or Refusal of Deliveries: Orders requiring delivery address correction, after merchandise has shipped, will be assessed a 15% Re-Consignment Fee. Orders refused upon delivery, due to customer error or receiving error, will be assessed a 15% Refusal Fee. Customer will be responsible for 15% Re-Delivery Fee if reshipment is requested. Orders refused at delivery, due to damage, must be noted with Delivery Company and will be redelivered at no expense to customer. Orders unable to be delivered, due to Facility Closures or Incorrect Address provided by customer will be assessed a 10% Restocking Fee. Customer will be responsible for 15% Re-Delivery Fee if reshipment is required.

How to Return a Product: Before returning a product, you MUST first contact a BahFed Corp customer service representative to obtain a Return Authorization number before the end of the applicable return period. Customer service representatives are available by phone at: (503) 208-8410, or email at: tickets@bahfed.com. NOTE: BahFed Corp cannot accept returns that do not have a valid RA number. An RA number is valid for 20 days from the date of issue. Products must be returned in their original packaging, in as-new condition, along with any documentation or other items included in the original shipment. Except as otherwise provided in this return policy, products must be shipped at your expense and you must either insure the shipment or accept the risk of loss or damage during shipment.

APO/FPO addresses: BahFed Corp will honor return requests for orders shipped to APO/FPO addresses. However, BahFed Corp is unable to offer call tags for defective, damaged during shipment, or incorrect product returns to APO/FPO addresses. As with all returns, APO/FPO returns must include an RA number (see above for details).

Point of Export Deliveries:

Orders utilizing a GSA export depot delivery location (New Cumberland Pennsylvania, Tracy California, Etc....) are considered accepted at the Point of Export on the date signed for delivery. Damage claims must be annotated at the delivery location and BahFed Corp will NOT be responsible for damage claims incurred by the Government moving the items to an overseas or stateside location.

Returns for any reason on Point of Export Deliveries will be the customers' responsibility to return back to our designated warehouse upon receipt of a Return Authorization Number (RMA)

Return Address: A return shipping address will be provided when you contact BahFed Corp to obtain an RA number.

Refunds: Refunds on returns are in the form of original payment unless you would prefer store credit. Once the item is received and processed, a refund will be issued. All refunds provided on RMAs due to customer error, address errors and delivery refusals, will be assessed an additional 3% credit card processing fee. After the return has been processed, credit card refunds generally take about 2-4 days to appear on credit card statements