# VENDOR CONTRACT

Between	BahFed Corporation	and
	(List Vendor or Company Name)	

# THE INTERLOCAL PURCHASING SYSTEM (TIPS) For Copiers, Fax and Multifunction Machines # 2032615

# **General Information**

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

## **Terms and Conditions**

#### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

#### **Warranty Conditions**

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

#### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

#### Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

#### Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

#### Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

#### Disclosures

- 1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

#### **Renewal of Contracts**

This contract period is for one (12) months with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

#### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

#### Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

#### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

#### Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

#### **Participation Fees**

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

#### Indemnity

- 1. Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
- 2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

#### Attorney's Fees-Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

#### Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

#### State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

#### Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

#### Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

#### Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if Vendor has not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- o Providing material that does not meet the specifications of the contract;
- o Providing work and/or material that was not awarded under the contract;
- o Failing to adequately perform the services set forth in the scope of work and specifications;
- o Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

#### **Member Purchasing Procedures**

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract #03-032615 on PO.
- Email PO as a PDF attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

#### Form of Contract

The form of contract for this solicitation shall be the sealed Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of the TIPS contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

#### Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

#### Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

#### Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar preinstallation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

#### **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

#### Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract #". The shipment tracking number or pertinent information for verification shall be made available upon request.

#### Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

#### Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this

contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

#### Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

#### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

#### Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

#### Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

#### **Project Delivery Order Procedures**

The member having approved and signed an Interlocal agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

#### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation

and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

#### **Support Requirements**

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

# **Special Terms and Conditions**

It is the intent of TIPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- <u>Contracts:</u> All vendor purchase orders **must be emailed** to **tipspo@tips-usa.com**. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the address/email above within 24 business hours and confirm its receipt with TIPS.
- Promotion of Contract: It is agreed that Vendor will encourage all eligible entities to purchase from the
  TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is
  not acceptable to the terms and conditions of this contract and will result in removal of Vendor from
  Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- <u>Daily Order Confirmation</u>: All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1<sup>st</sup> of each month.
- <u>Back Ordered Products</u>: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

### Check one of the following responses to the General Terms and Special Terms and Conditions:

$\checkmark$	We take no exceptions/deviations to the general and special terms and conditions.
	(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
	We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

# Vendor Profile

1.1. Disadvantaged/Minority/Women Business Enterprise (Required by some participating governmental entities)
Vendor certifies that their firm is a HUB and/or D/M/WBE  [Vendor must fill out MWBE form: <a href="http://www.tips-usa.com/assets/documents/docs/MWBE_form.pdf">http://www.tips-usa.com/assets/documents/docs/MWBE_form.pdf</a> And include the form in Section 7 (Certificates)
1.2. Certification of Residency (Required by the State of Texas)
Company submitting bid is a Texas resident bidder.
Vendor's principal place of business is in the city of Portland State of Oregon
1.3. Felony Conviction Notice (Required by the State of Texas)
My firm is, as outlined in the Instructions to Bidders:  A publicly held corporation; therefore, this reporting requirement is not applicable.  Is not owned or operated by anyone who has been convicted of a felony.  Is owned or operated by the following individual(s) who has/have been convicted of a felony:  If the 3 <sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.
1.4. Pricing Information
1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future produ at prices that are proportionate to Dealer Pricing.   ✓ Yes ☐ No  If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.
<ul> <li>1.4.2. Pricing submitted includes the 2% TIPS participation fee.</li> <li>1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee.</li> <li>1.4.4. Additional discounts to TIPS members for bulk quantities or scope of work?</li> <li>✓ Yes ☐ No</li> <li>✓ Yes ☐ No</li> <li>✓ Yes ☐ No</li> </ul>
1.5. Vendor Service
<ul> <li>1.5.1. Average shipping time after receipt of customer order is 5-7 working days.</li> <li>1.5.2. Which description best describes your company's position in the distribution channel?</li> </ul>
☐ Manufacturer direct ☐ Certified education/government reseller
Authorized distributor Manufacturer marketing thru reseller
✓ Value-added reseller
1.5.3. Company experience in this category. 4 Years
The Vendor can provide services and/or products to all 50 US States?  Yes No If answer is no, please list which states can be served
1.5.4. Provisions for purchase with federal funds for contracts exceeding \$100,000. These forms are for non-construction contracts. Fill out the following forms and include in the Section 7 (Certificates) of your proposal: <a href="http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_\$100K_non-construction.pdf">http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_\$100K_non-construction.pdf</a> <a href="http://www.tips-usa.com/assets/documents/docs/Suspension_or_Debarment_Certificate.pdf">http://www.tips-usa.com/assets/documents/docs/Suspension_or_Debarment_Certificate.pdf</a>
Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.  Month(s); or Year(s); or Term of Contract

Company and/or Product Description: (This a TIPS contract.) Limit 750 characters.	information will appear on the TIPS website for your company, if awarded
Formed in 2011 in Portland, OR, BahFed Corp	specializes in the timely and accurate delivery of office and IT products,
commodities, and support solutions. As a small	l, veteran- and minority-owned business operating in a Historically
Underutilized Business Zone (HUBZone), Bahl	Fed has built its business reputation on its customer service and
post-award services. BahFed Corp offers over	700,000 products through well-established relationships with top
manufacturers, providing quick and easy acces	ss to the most up-to-date and in-demand products. Our immense
inventory, quick delivery, reasonable prices, ar	nd outstanding customer service are the reason government
customers return to BahFed for all of their IT a	nd office supply needs.
If applicable, vendor should list Reseller/D	ealers here or provide listing as attachment to proposal.
Dealer Name	Tel
Address	Fax
Primary Contact	Email
Dealer Name	Tel
Address	Fax
Primary Contact	Email
Dealer Name	Tel
Address	Fax
Primary Contact	Email
Dealer Name	Tel
Address	Fax
Primary Contact	EmailEMO THE TWO INDIVIDUAL VENDOR CONTACTS

All SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS

# CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:	Secondary Contact:
Name: Ken Paul	Name: Sharon Vail
Title: President	Title: Sr. Technical Writer
Email: ken.paul@bahfed.com	Email: sharon.vail@bahfed.com
Phone: (503) 208-8410	Phone: (503) 208-8410
Fax: (503) 208-3269	Fax: (503) 208-3269
Mobile:	Mobile:
these sales to TIPS:  Contact person: Email: Telephone:  Ken Paul ken.paul@bahfed.com (503) 208-8410  WORDS FOR "SEARCH ENGINE" - Please list wor	rds to be posted on your company's page on the TIPS website (if be product names, manufacturers, or other words that are IT LIST NON-CATEGORY ITEMS. Words to be included in the

# **CONTRACT Signature Form**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below. Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name	BahFed Corp
Mailing Address	1201 SW 12th Ave Suite 304
City/State/Zip	Portland, OR 97205
Telephone No.	(503) 208-8410
Fax No.	(503) 208-3269
E-mail address	govsales@bahfed.com
Authorized signature	le le L
Printed name	Ken Paul
Position with company	President
Purchase Order Contact Person	Name: Ken Paul
(This person is responsible for receiving	Email: ken.paul@bahfed.com
Purchase Orders from TIPS)	Phone: (503) 208-8410
*	
Company Website	www.bahfed.com

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

TIPS Authorized Signature

Aavid Wayne Fitts

#### Words for Search

Auto Duplex Units

Auto Slide Feeders

Donor Film Sets

Finishers

**Imaging Accelerators** 

**Imprinters** 

Media Guides

Multi Roll Feeders

Multifunction Printer Accessories

Pad Assemblies

Paper Trays & Feeders

Pick Rollers

**Printer Cutters** 

Printer Fax Cards

Printer Parts & Components

Printing Kits

Roll Paper Holders

Spindles

Tractors

Transfer Rolls/Belts

Transparency Adapters

Printer, Scanner & Fax/Copier

3D Printers

**Dot Matrix Printers** 

Dye Sublimation & Zero Ink Printers

Label/Receipt Printers

Large Format Printers

Laser & Inkjet Printers

Line Matrix Printers

Multifunction Printers

3D Printer Cartridges

**Fusers** 

Ink/Toner Cartridges

Printer Ink/Toner Refills & Waste Collectors

**Printing Drums** 

**Print Supplies** 

# **Past Performance References**

BahFed Reference 1	
Client Entity	University of Texas
Client Contracting Officer	Dan Hutton
Email	hutton@arlut.utexas.edu
Phone Number	512-835-3348

BahFed Reference 2	
Client Entity	United States Military Academy
Client Contracting Officer	Nancy Simmons
Email	nancy.simmons@usma.edu
Phone Number	845-938-4230

BahFed Reference 3	
Client Entity	University of Washington
Client Contracting Officer	Jeffrey Kelnhofer
Email	jkelnhofer@vetmed.wsu.edu
Phone Number	509-335-6001

BahFed Reference 4	
Client Entity	Air Force Institute of Technology
Client Contracting Officer	David Ifcic
Email	david.ifcic@afit.edu
Phone Number	937-255-7777

BahFed Reference 5	
Client Entity	Department of Veterans Affairs
Client Contracting Officer	Mona Tadrous
Email	mona.tadrous@va.gov
Phone Number	401-223-3736

BahFed Reference 6	
Client Entity	US Navy
Client Contracting Officer	Deana Waters
Email	deana.waters@med.navy.mil
Phone Number	910-450-3286



April 13, 2012

#### CERTIFICATION CONFIRMATION

KEN PAUL BAHFED CORP 1201 SW 12TH AVE STE 304 PORTLAND OR 97205

Mr. PAUL:

Congratulations! Your business has met the federal eligibility requirements as established in 49 CFR 26, Subparts D & E and state requirements in OAR 445-050-0020. Effective the date of this letter, the Office of Minority, Women and Emerging Small Business has certified your firm as a DISADVANTAGED BUSINESS ENTERPRISE (DBE). Your firm shall be subject to the laws of this state applicable to the transaction of business.

FIRM'S CERTIFICATION #:

8049

CERTIFICATION EXPIRES

April 13, 2015

As a certified business, your firm will be listed in the State of Oregon, Office of Minority, Women & Emerging Small Business certified firm information which is available through the Internet. Thi electronic directory is available to local and state agencies, as well as private industry and prime contractors. Prior to the expiration date listed above, you will be sent information regarding your certification review.

Changes in business ownership, control, operational management, address or telephone number must be provided to this office within 30 days of the change. Failure to do so may result in denial of certification.

The following description table indicates the areas (in the form of NAIC codes) in which your firm has been approved to perform work. Please note that there may be some changes to the NAIC's codes which designate your firm's capability description(s). Also, OMWESB has recently included new (NIGP and ODOT) codes designating your certified capabilities which are consistent with your firm's eligibility requirements. These codes were added to assure that anyone using the OMWESB data base is aware of your capabilities for potential contracting purposes. We recommend you view your firm's information on the Internet under your certification number at: http://www4.cbs.state.or.us/ex/dir/omwesb. Please review the information to be sure the codes/descriptions accurately describe your business. If you have questions or suggested changes regarding your capabilities and the codes assigned, or if you do not have access to the Internet, please contact the Certification Specialist named at the bottom of this letter and they will assist you.

#### Firm's capabilities:

NAICS	NAICS description and, if present, firm's capability description
423430	COMPUTER AND COMPUTER PERIPHERAL EQUIPMENT AND SOFTWARE MERCHANT WHOLESALERS SELL PCS, SERVERS, SOFTWARE
424120	STATIONARY AND OFFICE SUPPLIES MERCHANT WHOLESALERS SELL OFFICE SUPPLIES
518210	DATA PROCESSING, HOSTING, AND RELATED SERVICES APPLICATION HOSTING; APPLICATION SERVICE PROVIDERS (ASP); DATA ENTRY SERVICES, DATA PROCESSING COMPUTER SERVICES; AND WEB HOSTING
541511	CUSTOM COMPUTER PROGRAMMING SERVICES APPLICATION DEVELOPMENT, WEBSITES, IT CONSULTANT SERVICES
541513	COMPUTER FACILITIES MANAGEMENT SERVICES COMPUTER SYSTEMS FACILITIES (I.E., CLIENTS' FACILITIES) MANAGEMENT AND OPERATION; DATA PROCESSING FACILITIES (I.E., CLIENTS' FACILITIES) MANAGEMENT AND OPERATION SYSTEMS; FACILITIES (I.E., CLIENTS' FACILITIES) MANAGEMENT AND OPERATION SERVICES, COMPUTER; AND FACILITIES (I.E., CLIENTS' FACILITIES) SUPPORT SERVICES, COMPUTER SYSTEMS OR DATA
611420	COMPUTER TRAINING COMPUTER OPERATOR TRAINING; COMPUTER TRAINING (EXCEPT REPAIR); AND SOFTWARE APPLICATION TRAINING

As a newly certified business with OMWESB, you are automatically registered as a vendor on the Oregon Procurement Information Network (ORPIN). ORPIN is available on-line for you to access contracting information and opportunities with the State of Oregon. Please refer to the enclosed page which provides you with information regarding how to register on the ORPIN system.

CARRIE L HULSE, CERTIFICATION SPECIALIST

(503) 986-0078

Singerely,



April 13, 2012

AMENDED CERTIFICATION

KEN PAUL BAHFED CORP 1201 SW 12TH AVE STE 304 PORTLAND OR 97205

**CERTIFICATION TYPE:** 

MINORITY BUSINESS ENTERPRISE (MBE)

Mr. PAUL

Your firm was certified as a Minority Business Enterprise on February 21, 2012. To better serve you and to stream line our certification process, we are extending your Minority Business Enterprise expiration date to April 13, 2015, to match your other certification(s). Based on the Executive Order No. 03-01 regarding Regulatory Streamlining, we are amending your firm's certification expiration date effective the date of this letter. Your firm continues to meet the eligibility requirements as established in OAR-445-050-0300 and is subject to the laws of this state, applicable to the transaction of business.

FIRM'S CERTIFICATION #:

8049

**EXPIRATION DATE:** 

April 13, 2015

NOTE: Changes in business ownership, control, operational management, address or telephone number must be provided to this office within 30 days of the change. Failure to do so may result in denial of certification.

This new certification expiration date, April 13, 2015, appears above. Prior to this expiration date, you will be sent information regarding your certification review for the following year.

As a certified business, your firm will be listed in the State of Oregon, Office of Minority, Women & Emerging Small Business certified firm information which is available through the internet. Thi electronic directory is available to local and state agencies, as well as private industry and prime contractors.

The following description table indicates the areas (in the form of NAIC codes) in which your firm has been approved to perform work. OMWESB includes NIGP and ODOT codes designating your certified capabilities which are consistent with your firm's eligibility requirements. These codes assure that anyone using the OMWESB web site is aware of your capabilities for potential contracting purposes. We recommend you view your firm's information on the Internet under your certification number at: http://www4.cbs.state.or.us/ex/dir/omwesb. Please review the information to be sure the codes/descriptions accurately describe your business. If you have questions or suggested changes regarding your capabilities and the codes assigned, or if you do not have access to the Internet, please contact the Certification Specialist named at the bottom of this letter and they will assist you.

#### Firm's Capabilities:

- NAICS NAICS Description and, if present, Firm's capability description
- 423430 COMPUTER AND COMPUTER PERIPHERAL EQUIPMENT AND SOFTWARE MERCHANT WHOLESALERS SELL PCS, SERVERS, SOFTWARE
- 424120 STATIONARY AND OFFICE SUPPLIES MERCHANT WHOLESALERS SELL OFFICE SUPPLIES
- 518210 DATA PROCESSING, HOSTING, AND RELATED SERVICES
  APPLICATION HOSTING; APPLICATION SERVICE PROVIDERS (ASP); DATA
  ENTRY SERVICES, DATA PROCESSING COMPUTER SERVICES; AND WEB
  HOSTING
- 541511 CUSTOM COMPUTER PROGRAMMING SERVICES
  APPLICATION DEVELOPMENT, WEBSITES, IT CONSULTANT SERVICES
- COMPUTER FACILITIES MANAGEMENT SERVICES
  COMPUTER SYSTEMS FACILITIES (I.E., CLIENTS' FACILITIES) MANAGEMENT
  AND OPERATION; DATA PROCESSING FACILITIES (I.E., CLIENTS' FACILITIES)
  MANAGEMENT AND OPERATION SYSTEMS; FACILITIES (I.E., CLIENTS'
  FACILITIES) MANAGEMENT AND OPERATION SERVICES, COMPUTER; AND
  FACILITIES (I.E., CLIENTS' FACILITIES) SUPPORT SERVICES, COMPUTER
  SYSTEMS OR DATA
- 611420 COMPUTER TRAINING COMPUTER OPERATOR TRAINING; COMPUTER TRAINING (EXCEPT REPAIR); AND SOFTWARE APPLICATION TRAINING

CARRIE L HULSE, CERTIFICATION SPECIALIST (503) 986-0078

Note: This certification program cannot be counted as a Disadvantaged Business Enterprise (DBE) on: Federal Highway Administration (FHWA), Federal Aviation Administration (FAA) or Federal Transit Administration (FTA) assisted contracts.



# U.S. SMALL BUSINESS ADMINISTRATION WASHINGTON, DC 20416

Original Certification Date:07/24/2012

Ken Paul - President BAHFED CORP 1201 SW 12TH AVE SUITE 304 Portland, OR 97205-2031

Dear Ken Paul:

#### Welcome to the HUBZone Program!

I am pleased to advise you as that effective 07/24/2012 your application for certification as a "qualified HUBZone small business concern" (SBC) has been approved. Your firm is now eligible to receive HUBZone contracting opportunities, and will be included in the listing of qualified HUBZone small business concerns found on the Internet at <a href="http://dsbs.sba.gov/dsbs/search/dsp\_search/ds

#### Your responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the benefits you may receive from the program come with the following important responsibilities:

- Keep your Central Contractor Registration (CCR) and Dynamic Small Business Search (DSBS) records up-to-date: To apply for HUBZone
  Program certification, your firm had to be registered in the CCR and DSBS information systems. For your firm to receive benefit from the HUBZone
  Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), it is essential
  that these records remain up-to-date. We strongly recommend that you validate your information at least annually. If you need assistance in updating
  your CCR or DSBS information, please contact the Federal Service Desk at (866) 606-8220 or (334) 206-7828.

Note the HUBZone Program mails notices regarding program examinations and re-certifications to your firm's most recent address of record. If you were to fail to respond to these notices because you have changed your address without updating your CCR or DSBS profiles and informing the HUBZone Program, SBA would propose your concern for decertification and subsequently decertify it from the Program. Therefore, it is critical that you notify us of any change in address and keep your CCR and DSBS profiles updated.

• Remain In compilance at all times and stay updated on Program changes: It is your responsibility to continually ensure that your firm meets the requirements of the program. This includes, for example, continuously meeting the 35% HUBZone residency requirement, with the sole exception if you are making good faith efforts to "attempt to maintain" (see 13 C.F.R. § 126.103) having 35% of your employees reside in a HUBZone during the performance of a HUBZone contract you have received. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to your firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in 13 C.F.R. § 126.700, and/or the non-manufacturer rule set forth in 13 C.F.R. § 126.601(e)).

In addition, you should periodically visit our website (<a href="www.sba.gov/hubzone">www.sba.gov/hubzone</a>) to look for any important announcements concerning changes to the HUBZone Program. As an example, on May 3, 2010 an important change to the HUBZone regulations went into effect concerning the definition of an employee. The new definition, which can be found at our website, is meant to simplify the determination of whether a person working for a concern is counted as an employee of that concern for the purposes of determining eligibility for the HUBZone Program. The new definition may impact your eligibility for the program and ability to meet the principal office and 35% HUBZone residency requirement. (If you applied prior to May 3, 2010, the previous definition was likely used to determine your eligibility as we typically evaluate a firm's eligibility at the time of application submittal using regulations in effect at that time.) It is your responsibility to understand the new definition and to determine whether it impacts your concern's eligibility status. Contact the HUBZone Help Desk if you require assistance. If you find that your firm is not eligible for the program as a result of the definition change, you should inform the HUBZone Program of this material change to your concern or complete the "Voluntary Decertification Agreement" available at <a href="www.sba.gov/hubzone/hubzonea/hubz

- Participate in SBA eligibility monitoring initiatives: As a result of 2008 and 2009 Government Accountability Office (GAO) audits, which discovered
  unacceptable levels of fraud and misrepresentation within the HUBZone Program, we are significantly increasing our eligibility monitoring efforts to
  ensure only eligible SBCs receive the program's benefits. As such, you may be subject to any or all of the following initiatives designed to verify the
  ongoing eligibility of certified concerns:
  - SBA requiring your concern certify in writing under penalty of perjury that it continues to meet all the eligibility criteria of the HUBZone Program, or voluntarily withdraw
  - SBA requiring your concern to submit updated documentation similar to the information and documents you provided to obtain initial certification in order to verify that you remain eligible for the program
  - If you should receive a HUBZone contract, SBA requiring your concern to demonstrate that it was eligible for the program both at the time of
    its initial offer and award
  - · SBA making unannounced site visits to any or all of your concern's locations to verify the accuracy of any information provided to SBA

NOTE THAT ANY SBC FOUND TO MISREPRESENT ITSELF MAY BE SUBJECT TO A RANGE OF CIVIL OR CRIMINAL PENALTIES AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

#### How to get the most out of the Program

Although your status as a certified HUBZone small business concern greatly improves your access to Federal contracts, this certification does not guarantee contract awards. Your ability to research contracting opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting website (<a href="www.sba.gov/GC">www.sba.gov/GC</a>) provides valuable information on Federal contracting, including links to specific contracting opportunities and contact information for the SBA and key Federal acquisition agencies. (Please note that while your concern was approved under the North American Industry Classification System (NAICS) Code found in your firm's CCR and SBA Supplemental Page profiles, you may be awarded contracts under other NAICS Codes. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your profile's NAICS code.)
- SBA's Services website (<u>www.sba.gov/services</u>) is a good starting point for accessing a wide range of resources relevant to HUBZone certified firms, including online courses on how to identify, win, and successfully execute Federal Government contracts.
- SBA's Surety Bond Program website (www.sba.gov/osq) provides information on how to apply for an SBA surety bond guarantee.

#### Thank you for contributing to US economic development

We wish you the best of luck with your HUBZone certified concern - your success will help improve the economic future of the HUBZone(s) in which you operate. If at any time you have any questions about the Program or how the SBA may be able to support your business objectives, please do not hesitate to call the HUBZone Help Desk at (202) 205-8885, or you may email us at <a href="https://example.com/hubzone/hubz

Sincerely,

Mariana Pardo
Acting Director
Office of HUBZone Program

Ref: IAF-19L

Office of the HUBZone Program, U.S. Small Business Administration, 409 Third Street, SW, Washington, DC 20416

**HUBZone Certification Number: 47970** 

## Northwest Mountain Minority Supplier Development Council



THIS CERTIFIES THAT

# BahFed Corp.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.<sup>®</sup> (NMSDC<sup>®</sup>) and as adopted by the Northwest Mountain Minority Supplier Development Council

\*\*NAICS Code(s): 333316; 334111; 334112; 423420; 423430

\*\*Description of their product/services as defined by the North American Industry Classification System (NAICS)

O4/15/2014

Issued Date
O3/31/2015

Expiration Date

PS0627

Certificate Number

Fernando Martinez, Pesident & CEO

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: http://www.nmsdc.org.



An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)