

Part D - Questionnaire

AEPA 021.5 - B

Disaster Recovery Services

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Bidders must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Annual Report, Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part D – Questionnaire – Name of Bidding Company**”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Bidding Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Bidding Company:	BMS CAT, LLC
Company Address:	5718 Airport Freeway
City, State, zip code:	Haltom City, TX 76117
Website:	www.bmscat.com
Contact Person:	Karee Huggins
Title:	Vice President of Sales
Phone:	877.730.1948
Email:	info@bmscat.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or, which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or, has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: x public company privately owned company

In what year was this business started under its present name?

Under what additional, or, former name(s) has your business operated? Blackmon Mooring, BMS Catastrophe

Is this business a corporation?	<u> No </u>	<u> x </u>	Yes. If yes, complete the following:
Date of Incorporation:	August 22, 2007		
State of Incorporation:	Texas		
Name of President:	Tom Head		
Name(s) of Vice President(s):	Robb Clay, Robert D. Smith, Carol Y. McConnell		
Name of Treasurer:	Robert D. Smith		
Name of Secretary:	Robert D. Smith		

Is this business a partnership? _____ No _____ Yes. If yes, complete the following:

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

Is this business individually owned? _____ No _____ Yes. If yes, complete the following:

Date of Purchase: _____

State Founded: _____

Name of Owner/Operator: _____

Is this business different from those identified above? ☐ No ☐ Yes
 If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? ☒ No ☐ Yes

Is this business minority-owned? ☒ No ☐ Yes

Does this business have an Affirmative Action plan/statement? ☐ No ☒ Yes

Business Headquarter Location

Business Address	5718 Airport Freeway
City, State, zip code	Haltom City, TX 76117
Phone	877.730.1948
How long at this address?	Since 2015

Business Branch Location(s)

Branch Address	2980-C Pacific Drive
City, State, zip code	Norcross, GA 30071
Branch Address	2251 Picadilly Drive, Suite C-320
City, State, zip code	Round Rock, TX 78664
Branch Address	370 W. Camino Gardens Blvd.
City, State, zip code	Boca Raton, FL 33432
Branch Address	28720 S. Diesel Drive, Suite #13
City, State, zip code	Bonita Springs, FL 34135
Branch Address	265 Foster Street, Suite 1
City, State, zip code	Littleton, MA 01460
Branch Address	273 Executive Park Dr. NE
City, State, zip code	Concord, NC 28025
Branch Address	150 South Church Street, Unit E
City, State, zip code	Addison, IL 60101
Branch Address	4467 Industrial Parkway
City, State, zip code	Cleveland, OH 44135
Branch Address	6240 Fourwinds Drive, Suite G
City, State, zip code	Bryan, TX 77808
Branch Address	1509 Blatt Blvd
City, State, zip code	Gahanna, OH 43230
Branch Address	315 N. Great Southwest Pkwy
City, State, zip code	Arlington, TX 76011
Branch Address	41800 Executive Drive
City, State, zip code	Harrison Township, MI 48045
Branch Address	10511 Kipp Way, #400
City, State, zip code	Houston, TX 77099
Branch Address	1321 North Blue Gum Street
City, State, zip code	Anaheim, CA 92806
Branch Address	950 North Collier, Suite 401
City, State, zip code	Marco Island, FL 34145
Branch Address	2131 Park Central Blvd. N.
City, State, zip code	Pompano Beach, FL 33064
Branch Address	5144 Hickory Hollow Parkway
City, State, zip code	Antioch, TN 37013
Branch Address	10 Washington Avenue, Unit #B
City, State, zip code	Fairfield, NJ 07004
Branch Address	75 Maiden Lane, Suite 224

City, State, zip code	New York, NY 10038
Branch Address	1101 Enterprise Ave, #12
City, State, zip code	Oklahoma City, OK 73128
Branch Address	7337 Presidents Drive
City, State, zip code	Orlando, FL 32809
Branch Address	300 West Mitchell Street
City, State, zip code	Petoskey, MI 49770
Branch Address	1035 Executive Drive
City, State, zip code	Gibsonia, PA 15044
Branch Address	3777 Lapeer Road, Suite 3D
City, State, zip code	Port Huron, MI 48060
Branch Address	4808 Perrin Creek
City, State, zip code	San Antonio, TX 78217
Branch Address	30964 San Benito Street
City, State, zip code	Hayward, CA 94544
Branch Address	11605 East 27th Street North, Suite E
City, State, zip code	Tulsa, OK 74116
Branch Address	9055 Americana Way, Unit 26
City, State, zip code	Vero Beach, FL 32966
Branch Address	7377 Washington Blvd., #107
City, State, zip code	Elkridge, MD 21075

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for 2018, 2019, and 2020 in the United States by the various public segments.

	2018	2019	2020
K-12 (public & private), Educational Service Agencies	1,904,662.79	1,897,760.65	4,299,421.89
Higher Education Institutions	8,670,484.24	9,673,899.70	11,185,382.94
Counties, Cities, Townships, Villages	3,545,049.35	1,311,336.97	2,140,644.07
States	1,210,441.49	43,714.64	46,886.76
Other Public Sector & Non-profits	1,375,501.69	655,719.55	1,530,685.93
Private Sector	123,429,972.45	87,429,273.50	135,396,257.40
Total	140,136,112.00	101,011,705.00	154,599,279.00

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Dana Schreiber	Vice President of Insurance Services	877.730.1948 817.360.3551	dschreiber@bmscat.com
Sales Manager	Karee Huggins	Vice President of Sales	877.730.1948 817.584.6118	khuggins@bmscat.com
Customer & Support Manager	Lindsay Childs	Director of Development	877.730.1948 817.296.0886	lchilds@bmscat.com
Distributors, Dealers, Installers, Sales Reps	Karee Huggins	Vice President of Sales	877.730.1948 817.584.6118	khuggins@bmscat.com
Consultants & Trainers	Not applicable			

Technical, Maintenance & Support Services	Lindsay Childs	Director of Development	877.730.1948 817.296.0886	lchilds@bmscat.com
Quotes, Invoicing & Payments	Dana Schreiber	Vice President of Insurance Services	877.730.1948 817.360.3551	dschreiber@bmscat.com
Warranty & After the Sale	Karee Huggins	Vice President of Sales	877.730.1948 817.584.6118	khuggins@bmscat.com
Financial Manager	David O'Brien	Controller	877.730.1948	dobrien@bmscat.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

**All types of sales representatives are listed below for each location. Some locations have sales staff that cover more than one region (example: Bryan, Texas is near Houston, Texas and the sales staff operate represent the region)*

Number of Sales Reps	City	State
16	National Sales Team	Covers US
9	Norcross (Near Atlanta)	Georgia
11	Round Rock (Near Austin)	Texas
2	Littleton (Near Boston)	Massachusetts
6	Concord (Near Charlotte)	North Carolina
5	Wood Dale (Near Chicago)	Illinois
2	Cleveland	Ohio
22	Arlington (Near Dallas)	Texas
15	Harrison Township (Near Detroit)	Michigan
25	Houston	Texas
3	Anaheim (Near Los Angeles)	California
1	Pompano Beach (Near Miami)	Florida
3	Antioch (Near Nashville)	Tennessee
2	Fairfield (Near New York)	New Jersey
8	Oklahoma City	Oklahoma
4	Orlando	Florida
1	Petoskey	Michigan
9	Gibsonia (Near Pittsburgh)	Pennsylvania
7	San Antonio	Texas
5	Hayward (Near San Francisco)	California
4	Tulsa	Oklahoma
1	Vero Beach	Florida
3	Elkridge (Near Washington DC)	Maryland

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Restoration & Reconstruction Office & Warehouse	Norcross (Near Atlanta)	Georgia
Restoration & Reconstruction Office & Warehouse	Round Rock (Near Austin)	Texas
Restoration & Reconstruction Office & Warehouse	Boca Raton	Florida
Restoration & Reconstruction Office & Warehouse	Bonita Springs	Florida
Restoration & Reconstruction Office & Warehouse	Littleton (Near Boston)	Massachusetts
Restoration & Reconstruction Office & Warehouse	Concord (Near Charlotte)	North Carolina
Restoration & Reconstruction Office & Warehouse	Wood Dale (Near Chicago)	Illinois
Restoration & Reconstruction Office & Warehouse	Cleveland	Ohio
Restoration & Reconstruction Office & Warehouse	Bryan	Texas
Restoration & Reconstruction Office & Warehouse	Gahanna (Near Columbus)	Ohio
Restoration & Reconstruction Office & Warehouse	Arlington (Near Dallas)	Texas

Restoration & Reconstruction Office & Warehouse	Harrison Township (Near Detroit)	Michigan
Restoration & Reconstruction Office & Warehouse	Houston	Texas
Restoration & Reconstruction Office & Warehouse	Anaheim	California
Restoration & Reconstruction Office & Warehouse	Marco Island	Florida
Restoration & Reconstruction Office & Warehouse	Pompano Beach (Near Miami)	Florida
Restoration & Reconstruction Office & Warehouse	Antioch (Near Nashville)	Tennessee
Restoration & Reconstruction Office & Warehouse	Fairfield (Near New York)	New Jersey
Marketing Center	New York	New York
Restoration & Reconstruction Office & Warehouse	Oklahoma City	Oklahoma
Restoration & Reconstruction Office & Warehouse	Orlando	Florida
Restoration & Reconstruction Office & Warehouse	Petoskey	Michigan
Restoration & Reconstruction Office & Warehouse	Gibsonia (Near Pittsburgh)	Pennsylvania
Restoration & Reconstruction Office & Warehouse	Port Huron	Michigan
Restoration & Reconstruction Office & Warehouse	San Antonio	Texas
Restoration & Reconstruction Office & Warehouse	Hayward (Near San Francisco)	California
Restoration & Reconstruction Office & Warehouse	Tulsa	Oklahoma
Restoration & Reconstruction Office & Warehouse	Vero Beach	Florida
Restoration & Reconstruction Office & Warehouse	Elkridge (Near Washington DC)	Maryland

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Karee Huggins	Vice President of Sales	817.584.6118	khuggins@bmecat.com
Dana Schreiber	Vice President of Insurance Services	817.360.3551	dschreiber@bmecat.com
Don Wilgus	Sales Manager – Detroit Branch	586.954.4700	dwilgus@jarvisconstruction.com

Marketing Activities: Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

BMS CAT typically attends URMIA, University of Texas Conference, BOMA, RIMS, PLRB, ASBO (various states) and TASBO among others. However, due to COVID-19 many of these events were either canceled, postponed or held virtually.

Attendance of conferences is a large part of our marketing efforts most years. Unfortunately, 2020 saw a sharp decline in our attendance due to stay-at-home orders and travel restrictions. We typically attend conference at both the local and national level. Many of our branches are involved locally on various boards and committees with these organizations.

Cooperative Marketing: Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain in full color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Bidder's website.

BMS CAT will provide co-branded collateral materials in hard copy or digital format that educate the members not only on services our company provides but on ways to prepare for a disaster. A joint rollout of BMS CAT services and processes to key contacts within AEPA will be coordinated. The rollout can be conducted in our branch locations or via video conferencing capabilities (complying with local COVID-19 directives).

Sales Training: Explain how your business will educate your sales force staff on the AEPA contract including timing, methods, etc.

BMS CAT will assist AEPA with training for facility directors, site engineers, operations managers and other individuals that would be dealing with damage issues in a facility. Training can be done via on-site group participation or via video conferencing. Compressed training and refresher classes for engineering and facilities management staff would include:

- *Water damage mitigation and recovery*
- *Fire and smoke damage and recovery*
- *Document and library collection recovery*
- *Critical media/records recovery*
- *Mold remediation challenges*
- *Issues surrounding Indoor Air Quality*
- *Emergency planning, recovery, and business continuity*
- *Dealing with biological and contagious disease control/disinfection*
- *Dealing with remediation of hazardous materials*

These classes are able to be conducted in a classroom situation in the various branch locations, in BMS CAT training facilities around the state of country, or done in video conference format.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

We will continue to test new methods to increase use of “green” cleaning methods. In addition, utilization of establish “green” cleaning methods will be implanted company wide. We will continue to spread the practice of using hot water for disinfection and diesel for increased equipment efficiency when appropriate.

Describe the business’s “green” objectives (i.e. LEED, reducing footprint, etc.).

By responding to individuals and organizations in communities that have suffered a disaster, BMS CAT can act as part of the overall “restoration” team. Support of local, state, federal, and other employees may range from non-inflated pricing to promoting accurate information flow to the public. In addition, when local resources are tapped, we will work to provide additional resources to support the redevelopment of affected communities. We are in a unique position to help devastated communities recover after a catastrophic event. That position comes with a responsibility to work in conjunction with the “restoration” team.

Independent Subcontractors, Distributors, Installers, etc.

If the Bidder is not the sole provider of all goods and services provided under this contract, the following **must be answered:**

Selection Criteria for Independent Providers: Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

BMS CAT owns and operates all locations. We do not anticipate the use of subcontractors or independent parties but due to the unknown nature of our projects, they may be necessary in unique situations. We will work with AEPA and the member to ensure any additional subcontractors are approved.

Current Subcontractors, Distributors, Installers, Etc.: Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

BMS CAT owns and operates all locations. We do not anticipate the use of subcontractors or independent parties but due to the unknown nature of our projects, they may be necessary in unique situations. We will work with AEPA and the member to ensure any additional subcontractors are approved.

Disclosures

Financial Health (REQUIRED): AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2017, 2018, 2019), a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.

Legal: Does this business have actions currently filed against it? No Yes x

If **Yes**, AN ATTACHMENT IS REQUIRED: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

Legal Actions for BMS CAT, LLC:

- Chelsea Michalesko v. BMS Cat, Inc., et al – temporary laborer alleging personal injury; case resolved.
- Michael Christie v. BMS Cat, Inc., et al – temporary laborer alleging personal injury.
- Ulrich Billoin v. BMS Cat – claiming injuries due to slip and fall; case resolved.
- Catalina Vargas v. BMS Cat – claiming injury as a result of a slip and fall; case resolved.
- John Hurley v. BMS Cat, et al – claiming injury due to a forklift incident; case resolved.
- Garil Hernandez v. BMS Cat – claiming injuries due to slip and fall.
- Marlon Fernandez v. BMS Cat, Inc. – claiming injuries due to auto accident.
- Moritza Morales v. BMS Cat, Inc. – claiming injuries due to auto accident.
- Lath, Savjeev, v. BMS Cat, Inc., et al - claiming missing items; case resolved.
- Spectra Personnel Services v. BMS Cat v Spectra Personnel Services– claiming monies are owed on outstanding invoices; case resolved.
- Linda Nunez v. BMS Cat - claiming injuries due to carrying equipment
- Romain Sankar v. BMS Cat – claiming injuries as a result of BMS' work.

References

Provide contact information of your business's five largest public agency customers:

Agency	Name	Title	Phone Number	Email
1. BuyBoard	Arturo Salinas	Department Director	800.695.2919	info@buyboard.com
2. Choice Partners	Charisma Tolbert	Business Services	713.696.0720	ctolbert@hcde-texas.org
3. Oakland Schools	Anna Marie Hollander	Procurement & Contracting Manager	248.209.2087	AnnaMarie.Hollander@oakland.K12.MI.us
4. Houston ISD	Candice Wilson	Senior Risk Manager	713-556-9229	Candice.wilson@hisd.org
5. University of Illinois	David Boehm	Director of Building Maintenance	217.244.5902	dboehm@illinois.edu

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). **Note: A Bidder must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States, unless otherwise stated within Part B Technical Specifications.**

AEPA Member States	Participating in this bid category?	Has the bidding company sold products/services in these states for the past three (3) years? (Yes or No)	If awarded, which states does the bidding company propose to sell in? (Place an X where applicable)	Indicate which states the bidding company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	Yes	X	X
Colorado	Yes	Yes	X	
Connecticut	Yes	Yes	X	
Florida	Yes	Yes	X	X
Georgia	Yes	Yes	X	X
Illinois	Yes	Yes	X	X
Indiana	Yes	Yes	X	
Iowa	No			
Kansas	Yes	Yes	X	
Kentucky	Yes	Yes	X	
Massachusetts	Yes	Yes	X	X
Michigan	Yes	Yes	X	X
Minnesota	Yes	Yes	X	
Missouri	Yes	Yes	X	
Montana	No			
Nebraska	Yes	Yes	X	
New Jersey	Yes	Yes	X	X
New Mexico	Yes	Yes	X	
North Dakota	No			
Ohio	Yes	Yes	X	X
Oregon	Yes	Yes	X	
Pennsylvania	Yes	Yes	X	X
South Carolina	Yes	Yes	X	
Texas	Yes	Yes	X	X
Virginia	Yes	Yes	X	
Washington	Yes	Yes	X	
West Virginia	Yes	Yes	X	
Wisconsin	Yes	Yes	X	
Wyoming	No			

e-Commerce: Does this business have an e-commerce website?

 x

No

Yes

If YES, what is the website?

Our services are inherently an emergency thus ecommerce is not typical in our industry

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.

Does this business have online customer support options?	<u> x </u>	No	<u> </u>	Yes
Does this business have a toll-free customers support phone option?	<u> </u>	No	<u> x </u>	Yes
Does this business offer local customer and support service options?	<u> x </u>	No	<u> </u>	Yes

Training: If applicable, does this business offer customer training for the products and services sold? x **No** **Yes**

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.
BMS CAT can offer training for how to minimize damage should a disaster occur. Should a member ever need their staff to participate in the restoration (often this occurs when staff would otherwise be out of work following a large disaster), BMS CAT has worked with many customers in the past to include engineering and custodial staff in the project.

Pricing:

Is your pricing methodology guaranteed for the term of the contract?	<u> </u>	No	<u> x </u>	Yes
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	<u> </u>	No	<u> x </u>	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	<u> X </u>	No	<u> </u>	Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	<u> x </u>	No	<u> </u>	Yes

Competitiveness: In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?	<u> </u>	No	<u> x </u>	Yes
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Indicate which of the following apply and the **level of competitive range** you are offering in response to this IFB.

 x Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.
 Pricing is LESS THAN individual customer and/or cooperatives. Lower by %

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)?	<u> </u>	No	<u> x </u>	Yes
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If YES, identify which cooperative and the respective expiration date(s).

Choice Partners - November 2021 (renews annually)

Buyboard - September 2021 (renews annually)

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

We generally ask the customer if they are part of any co-ops and if they have a preferred contract they use. At that point we will offer the most appropriate pricing.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
x	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Shipping & Handling: Orders that are \$50.00 or more shall include shipping and handling. What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?	\$ N/A
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*Our materials are used in conjunction with our work, if an agency wants to purchase supplies or materials directly, freight is charged (this is not our typical business model but we do have some customers who buy materials such as odor gels)

Product Returns: Does your business have a return policy? x **No** **Yes**

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment).

As a service company, returns are not part of our pricing. Should a customer have any issues with restoration provided, BMS CAT will work with the customer to resolve any concerns.

Payment Terms: Will your business offer AEPA buyer's a quick pay discount? x **No** **Yes**

If YES, what is the discount? %Net

Leasing: Do your business offer leasing arrangements under this bid? x **No** **Yes**

If Yes, please indicate the rate factor and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities of an AEPA Vendor Partner	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This	x	

employee will have a complete copy and must have working knowledge of the AEPA contract.		
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	x	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	x	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	x	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	x	
6. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	x	
7. Attend two (2) AEPA meetings each year (see Part A)	x	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	x	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	x	

Exceptions

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this bid.

	No , this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
x	Yes , this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part A / 2	I	4 th para: Each Member Agency, along with the awarded Vendor Partner, represents, supports, and promotes the AEPA contracts within their respective state.	Insert: “shall use best efforts to” between “and” and “promotes”
Part A / 14	V	Cooperative Purchasing Contracts: The Vendor Partner agrees that all the prices, terms, warranties, and benefits granted by the Vendor Partner to AEPA Member Agencies or Participating Entities through this contract <u>will be equal to or better than</u> those offered to any individual entities or cooperatives that have equal or lesser volume.	Insert the following at the end of the first sentence “, for the same Services in comparable circumstances.”
Part A/16	V 9.	Liquidated Damages: The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Vendor Partner (if applicable surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project by-project basis.	Strike Entirely
Part A/17	V	Experience, Proven Track Record and Past Performance Information: is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part B	Insert the following after “Part B” “, to the extent Vendor Partner maintains a regional center location and/or is within a reasonable distance of Member Agency.”

Part A/18	V	Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, ...	Insert – “negligent” between “any” and “act”
Part A/20	V	Liens: All materials and services shall be free of all liens.	Insert before the sentence. “So long as Member Agency/Buyer/Customer has timely paid Vendor Partner in accordance with the contract terms or for Vendor Partners work performed,”
Part A/26	V	Construction Products and/or Services: Are associated with building, erecting, altering, repairing, installing,	Insert before the sentence. “To the extent Vendor Partner provides such Services, Services may be. First sentence, strike “Are”
Part A/27	V	Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment; the Buyer has a satisfactory method of verifying progress described in writing in a letter or on purchase order; that payments will only be made when actual goods and/or services are verified/received; and that any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.	Strike the following: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment
Part A/32	V	Warranty. Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract shall conform to the specifications of this contract.	Add the following at the end of the first sentence. “, for one year following substantial completion.
Part B/1	1.	Scope of Work. ... Contractor shall have the necessary resources and capabilities to perform the required services and provide the supplies, materials, equipment and labor to perform those services to all participating members states (up to 29) necessary to:	Insert the following language between “(up to 29) and necessary”, to the extent Vendor Partner maintains a regional center location and/or is within a reasonable distance of participating members

Part B/2	2.	Anticipated AEPA Member Agency Participation ... The AEPA Member Agency's contracting decision shall be final.	Modify the last sentence to read. "The AEPA Member Agency's and Vendor Partner contracting decision shall be final.
Part B/3	6.	Product / Category Specific Specifications Item 6.1.13: Provide itemized invoice of all charges in accordance with the scope of each project within 10 days of project completion.	Revise language: Provide itemized invoice of all charges in accordance with the scope of each project within 120 days of project completion or as soon as reasonably practicable.
Part B/4	6.	Product / Category Specific Specifications Item 6.1.26: Provide to Member Partner, at completion of work, a written/electronic comprehensive final report with detailed information that summarizes all covered services provided by contractor an in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses.	Insert the following in front of the beginning of the sentence. "Upon request by Member Partner,"
Part B/4	6.	Product / Category Specific Specifications Item 6.1.28: Evaluate the feasibility of restoring versus replacing damaged items to be reported to customer for determination.	Insert the following in front of the beginning of the sentence. "Upon request or as agreed upon between the parties pursuant to the agreed upon scope of work,"
Part B/4	6.	Product / Category Specific Specifications Item 6.1.29: Provide documentation of damaged and non-restorable items.	Insert the following in front of the beginning of the sentence. "Upon request or as agreed upon between the parties pursuant to the agreed upon scope of work,"
Part B/5	7.	Pricing. ... The Vendor Partner must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume	Insert the following at the end of the last sentence ", for the same Services in comparable circumstances
Part B/5	7.	Pricing. 2 nd para/last sentence ... Any Vendor Partner awarded under a time and materials pricing strategy must provide a "not to exceed" project quote to the purchasing Agency for work approval.	Strike "not to exceed" and replace with "budgetary estimate"
Part B/5	7.	Pricing. 3 rd para / last sentence ... Any Vendor Partner awarded under a time and materials pricing strategy must provide a "not to exceed" project quote to the purchasing Agency for work approval.	Strike "not to exceed" and replace with "budgetary estimate"
Part B/5	7.	Pricing. b. Progress Payments Progress payments are allowed on purchases for goods and services under the following conditions: : Progress payments are allowed on purchases for goods and services	Strike the following: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order

		<p>under the following conditions: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment; the Buyer has a satisfactory method of verifying progress described in writing in a letter or on purchase order; that payments will only be made when actual goods and/or services are verified/received; and that any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.</p>	<p>describes the amounts to be paid and the date of payment</p>
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Deviations

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this bid.

	No , this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB.
	Yes , this bidder has the following deviations to the specifications listed in Part B of this IFB.

Outline Number Part B	Specification (describe)	Details of Deviation

MARKETING PLAN

BMS CAT will provide co-branded collateral materials in hard copy or digital format that educate the members not only on services our company provides but on ways to prepare for a disaster. A joint rollout of BMS CAT services and processes to key contacts within AEPA will be coordinated. The rollout can be conducted in our branch locations or via video conferencing capabilities (complying with local COVID-19 directives).

We currently use a company intranet to ensure consistent marketing materials are distributed to all branches with downloadable files for easy transmission. Additionally, BMS CAT has a centralized purchasing program for branches to obtain hard copies of marketing materials. The marketing materials produced can be tailored to meet AEPA marketing guidelines including logos, website and contact information.

BMS CAT agrees to participate in and offer limited sponsorship of trade shows, marketing events and training seminars pertaining to recovery competencies and emergency planning. The goal of these events is to create an effective channel of communications to encourage current and potential members to understand the value of AEPA and the offerings of BMS CAT.

BMS CAT is able to participate in these events in our various branch locations based on proximity to our locations as listed in this RFP.

Our website is maintained by our marketing department can be updated with information internally. We currently have a dedicated page to our affiliations. <https://www.bmscat.com/about-us/resources/bmscat-industry-affiliations/>

Roll Out of Services:

BMS CAT would also conduct a video conference to rollout the program internally to all General Managers, Sales Managers, Project Coordinators, and Priority Response Coordinators in order to have a clear understanding of the program and the process internally. Effective interaction and communications with AEPA will be key to a successful marketing plan.

Training and Continuing Education:

BMS CAT will assist AEPA with training for facility directors, site engineers, operations managers and other individuals that would be dealing with damage issues in a facility. Training can be done via on-site group participation or via video conferencing. Compressed training and refresher classes for engineering and facilities management staff would include:

- Water damage mitigation and recovery
- Fire and smoke damage and recovery
- Document and library collection recovery
- Critical media/records recovery
- Mold remediation challenges
- Issues surrounding Indoor Air Quality
- Emergency planning, recovery, and business continuity
- Dealing with biological and contagious disease control/disinfection

- Dealing with remediation of hazardous materials

These classes are able to be conducted in a classroom situation in the various branch locations, in BMS CAT training facilities around the state of country, or done in video conference format.

Member and Potential Member Marketing: BMS CAT will make a commitment to utilize the Priority Response Coordinators in the various markets to make marketing calls to the current membership. Face to face meetings with AEPA sales and marketing personnel would be an effective path for members and potential members to understand the advantages of participation in the program.

Interaction with various organizations that can favorably reflect on AEPA and BMS CAT is a goal of the marketing plan.

Part E – Signature Forms

AEPA 021.5-B

Disaster Recovery Services

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled “Part E – Signature Forms – Name of Bidding Company” (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled “Part E – Signature Forms – Name of Bidding Company”.

Uniform Guidance “EDGAR” Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	
2. Termination for Cause of Convenience	Yes	
3. Equal Employment Opportunity	Yes	
4. Davis-Bacon Act	Yes	
5. Contract Work Hours and Safety Standards Act	Yes	
6. Right to Inventions Made Under a Contract or Agreement	Yes	
7. Clean Air Act and Federal Water Pollution Control Act	Yes	
8. Debarment and Suspension	Yes	
9. Byrd Anti-Lobbying Amendment	Yes	
10. Procurement of Recovered Materials	Yes	
11. Profit as a Separate Element of Price	Yes	
12. General Compliance with Participating Agencies	Yes	

BMS CAT, LLC
Name of Business

Signature of Authorized Representative

Tom Head
Printed Name

2/23/2021
Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Tom Head

5718 Airport Freeway

Authorized Representative (Please print or type)

Mailing Address

President & CEO

Haltom City, Texas 76117

Title (Please print or type)

City, State, Zip

2/23/2021

Signature of Authorized Representative

Date

Subscribed and sworn to before me this

23

day of

February

Notary Public in and for County of

Tarrant

State of

Texas

My commission expires on

4/14/2024

Signature

Enter Notary Stamp



Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>BMS CAT, LLC</u>	Date	<u>2/23/2021</u>
Address	<u>5718 Airport Freeway</u>	City, State Zip	<u>Haltom City, Texas 76117</u>
Contact Person	<u>Karee Huggins</u>	Title	<u>Vice President of Sales</u>
Authorized Signature	<u>Tom Head</u>	Title	<u>President & CEO</u>
Email	<u>info@bmecat.com</u>	Phone	<u>877.730.1948</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to twelve (12) months and will commence on the date indicated below and continue until February 28, 2022, unless terminated, canceled, or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2021</u>	<u>Or</u>

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
	Part B – Specifications <ul style="list-style-type: none"> • 6.1.9 – Label as Exhibit E • 6.1.11 – Label as Exhibit F • 6.1.45 – Label as Exhibit G 		Required. Not provided by AEPA, Respondent Created
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	Required. Signatures Required.
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List/Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Financial Health Document(s) – Name of Responding Company	Scanned PDF	Required. Not provided by AEPA, Respondent Created
	Exhibit B – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit C – Warranties, Additional Services – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit D – Additional Discounts – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created

Association of Educational Purchasing Agencies
Tabulation Report RFP #021.5-B - Disaster Recovery
Remediation Services
Vendor: BMS CAT, LLC

General Comments: We are a little unclear on the labor multipliers. The way we calculated was the percentage multiplied by our base rates per the listed labor classification. Prevailing wages and Davis Bacon wages can change based on counties and the way a job is classified.

Thank you for the opportunity to participate. Please contact Lindsay Childs if any documentation was overlooked at 817.296.0886 or lchilds@bmecat.com.

General Attachments: AEPA 021.5-B Part C - Member Agency (State) Terms and Conditions - Disaster Recovery - BMS CAT signed.pdf
AEPA 021.5-B Part D Exhibit B Marketing Plan BMS CAT.pdf
AEPA 021.5-B Part D - Questionnaire - Disaster Recovery BMS CAT.pdf
AEPA 021.5-B Part E - Signature Forms - Disaster Recovery - Final BMS CAT.pdf
AEPA 021.5-B Part F - Pricing - Disaster Recovery - Final BMSCAT.xlsx