

May 11, 2021

BMS CAT, LLC

RE: Acceptance of Bid and Contract Award
Contract #021.5-E Disaster Recovery Services

Dear Karee:

Attached you will find a signed copy of the AEPA “Acceptance of Bid and Contract Award” form. In addition, I am also including some pertinent Oakland Schools information (see below), which I hope will be helpful to your company.

- If requested, we will send you the Oakland Schools logo, along with administrative guidelines. Prior to including this logo on any company documents and/or correspondence, you should send said document to my attention (via email @ annamarie.hollander@oakland.k12.mi.us) for review and approval.
- Our membership includes all K-12 and intermediate school districts in the state of Michigan, all institutions of higher learning (colleges, universities, etc.) and all state, local and municipal government organizations.
- Customers are expected to place orders directly with the vendor.
- Agency fees are to be paid by the vendor directly to Oakland Schools. Checks should be made out to Oakland Schools and sent to the attention of Michelle Selak, Office of Procurement and Contracting at 2111 Pontiac Lake Rd. Waterford, MI 48328.

It should be clearly understood, any purchase order/contract entered into between the vendor and any applicable state of Michigan entity, shall be between the vendor and said entity (not Oakland Schools).

If you have any questions, please feel free to contact me at 248.209.2087.

Sincerely,

Anna Marie Hollander

Anna Marie Hollander, CPPB, C.P.M., A.P.P
Procurement and Contracting Manager
Oakland Schools

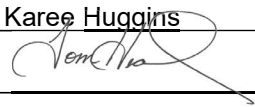


Acceptance of Solicitation & Contract

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@bmscat.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 Oakland Schools

Authorized Representative Anna Marie Hollander

Awarded this	<u>12th</u>	day of	<u>May 2021</u>	Contract Number	<u>021.5-B</u>
Contract to commence (Member Agency to select)			<u>3/1/2021</u>	Or	



AMENDMENT TO CONTRACT AGREEMENT

This Contract Amendment hereby amends the Contract Agreement (hereinafter "Agreement"), contract number 021.5-B, by and between BSM CAT, LLC ("Vendor") and the AEPA Member Agency ("Member").

As a result, the Vendor and Member wish to amend the Agreement as follows:

Acceptance of Solicitation & Contract

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.

To read as follows:

Acceptance of Solicitation & Contract

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 fifteen (15) months and will commence on the date indicated below and continue until May 31, 2022, unless terminated, canceled, or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

This Amendment is hereby effective upon its execution. This Amendment and Agreement set forth the entire understanding between the Vendor and Member as to the subject matter herein, and in the event, there are any inconsistencies between the two (2) documents, the terms of this Amendment will control. All other terms and conditions of the Agreement will remain in full force and effect and be binding upon the Vendor and Member.

BSM CAT, LLC
("Vendor")

AEPA Member Agency
("Member")



Anna Marie Hollander

Authorized Signature

Authorized Signature

Karee Huggins

Anna Marie Hollander

Name (Print)

Name (Print)

Vice President of Sales

Procurement and Contracting Manager

Title

Title

5/7/2021

May 13, 2021

Date

Date






BMS CAT LLC Welcome Letter

Final Audit Report

2021-05-14

Created:	2021-05-12
By:	Michelle Selak (Michelle.Selak@oakland.k12.mi.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs15Oo2ws9Ls0Q8WpveCTRm2F14HH8Mix

"BMS CAT LLC Welcome Letter" History

-  Document created by Michelle Selak (Michelle.Selak@oakland.k12.mi.us)
2021-05-12 - 11:11:18 PM GMT- IP address: 68.37.186.137
-  Document emailed to Anna Marie Hollander (annamarie.hollander@oakland.k12.mi.us) for signature
2021-05-12 - 11:12:38 PM GMT
-  Email viewed by Anna Marie Hollander (annamarie.hollander@oakland.k12.mi.us)
2021-05-14 - 1:02:52 AM GMT- IP address: 174.230.13.118
-  Document e-signed by Anna Marie Hollander (annamarie.hollander@oakland.k12.mi.us)
Signature Date: 2021-05-14 - 1:03:37 AM GMT - Time Source: server- IP address: 174.230.13.118
-  Agreement completed.
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