

AN ORDINANCE 2012-02-09-0087

RATIFYING A \$99,613.88 CONTRACT WITH BLACKMON MOORING OF SAN ANTONIO, INC., UTILIZING A TEXAS BUYBOARD COOPERATIVE CONTRACT, FOR WATER DAMAGE RESTORATION AND EXTRACTION RESULTING FROM A CHILLED WATER SYSTEM LEAK AT THE ALAMODOME, FUNDED WITH THE COMMUNITY AND VISITOR FACILITIES FUND.

* * * * *

WHEREAS, an offer was submitted by Blackmon Mooring of San Antonio, Inc., through the Texas Local Government Purchasing Cooperative (a.k.a. the “Buyboard”), to provide the City with water damage restoration and extraction on an emergency basis resulting from a chilled water system leak at the Alamodome for a total cost not to exceed \$99,613.88; and

WHEREAS, a purchase order was issued to Blackmon Mooring of San Antonio, Inc., with the City Manager’s office approval, to prevent further damage; and

WHEREAS, this purchase meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer from Blackmon Mooring of San Antonio, Inc., to provide the City with water damage restoration and extraction resulting from a chilled water system leak at the Alamodome for a total cost not to exceed \$99,613.88 is hereby accepted, and the contract executed by City staff is hereby ratified. The contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding in the amount of \$99,613.88 for this ordinance is available in Fund 29006000, Cost Center 8003010001, General Ledger 5204050, as part of the Fiscal Year 2012 Budget.

SECTION 3. Payment not to exceed the budgeted amount is ratified to Blackmon Mooring of San Antonio, Inc. and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager’s designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED AND APPROVED this 9th day of February, 2012.



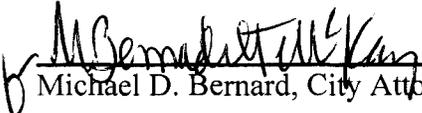
M A Y O R
Julián Castro

ATTEST:

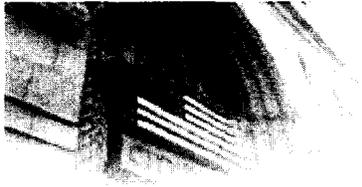
APPROVED AS TO FORM:



Leticia M. Vasek, City Clerk



Michael D. Bernard, City Attorney



Request for

COUNCIL ACTION

City of San Antonio



Agenda Voting Results - 7

Name:	5, 6, 7, 8, 9, 10, 11, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 12H, 12I, 13, 14, 15, 16, 17, 18, 19A, 19B						
Date:	02/09/2012						
Time:	09:55:02 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance ratifying a \$99,613.88 contract with Blackmon Mooring of San Antonio, Inc. utilizing a Texas BuyBoard cooperative contract for water damage restoration and extraction resulting from a chilled water system leak at the Alamodome, funded with the Community and Visitor Facilities Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1	x					
Ivy R. Taylor	District 2		x				x
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				



P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

July 28, 2010

Sent Via E-mail: cablackmon@bmsmanagement.com

Cameron Blackmon
Blackmon Mooring/BMS Catastrophe
308 Arthur St.
Fort Worth, TX 76107

Proposal Name & Number: General restoration Service #350-10

Dear Cameron Blackmon:

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective October 1, 2010.

To see the items your company has been awarded, please review the proposal tabulation #350-10 on the following website: www.vendor.buyboard.com. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions

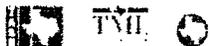
Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the coop. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award. Therefore, all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the Buyboard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact me at 512-467-0222, ext. 7127 or 1-800-695-2919.

Sincerely,

Melonie Perry
Bid Administrator





VENDOR PURCHASE ORDER, RFQ, AND INVOICE RECEIPT OPTIONS

To help us ensure you receive orders from cooperative members in a timely manner, please indicate below the method of order transmission that you would prefer. Please complete this form and return it with your Invitation to Proposal. Orders will be available through one of two options:

Option 1: Internet. Vendors will need to have Internet access available to them and preferable an e-mail addresses so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to those vendors who choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors will need to have a designated fax line available at all times to receive purchase orders.

Company: Blackmon Mooring/BMS CAT, Inc. **Contact Name:** Cameron Blackmon

Please choose only one of the following options for receipt of purchase orders:

I plan to use the Internet to retrieve purchase orders.

E-mail Address: cablackmon@bmsmanagement.com

Internet Contact: Cameron Blackmon Phone: 817-233-9612

Alternate E-mail Address: ddeaton@bmsmanagement.com

Alternate Internet Contact: David Deaton Phone: 817-240-3116

I plan to receive purchase orders via fax.

Fax Number: _____

Fax Contact: _____ Phone: _____

Please indicate the e-mail address for receipt of RFQ (Request for Quotes):

E-mail Address: cablackmon@bmsmanagement.com

Alternate E-mail Address: ddeaton@bmsmanagement.com

Please indicate the address and contact for receipt of invoices:

As part of any contract arising from this proposal, your company will be billed the two per cent (2%) service fee monthly. Please provide the following information regarding receipt of invoices that will be sent to your company for the fee:

Mailing address: 308 Arthur St. **Department:** Accounting

City: Fort Worth **State:** Texas **Zip Code:** 76107

Contact Name: Charlotte Logan **Phone:** 817-810-5625

Fax: 817-334-3325 **Email Address:** clogan@bmsmanagement.com

If you would prefer to receive invoices via e-mail, indicate e-mail address for invoices: coops@bmsmanagement.com



DEVIATION & COMPLIANCE SIGNATURE FORM

If the undersigned proposer intends to deviate from the General Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Cooperative will consider any deviations in its proposal award decisions, and the Cooperative reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the Cooperative of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

- No Deviations
- Yes Deviations

List any deviations your company is submitting below:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Delivery Terms: FOB Destination (freight included in price) FOB Shipping Point (deviation to specs)
2. Shipping Via: Common Carrier Company Truck Other: _____
4. Payment Terms: Net 30 days 1% in 10/Net 30 days Other: _____
5. Number of Days for Delivery: N/A (Service Company) ARO
6. Vendor Reference/Quote Number: N/A
7. State your return policy: Blackmon Mooring/BMS CAT is a service company and therefore does not have a return policy. However, Blackmon Mooring/BMS CAT, Inc. will do whatever it takes to ensure our clients are pleased with the service we have provided for them.
8. Are electronic payments acceptable to your company: Yes No

Blackmon Mooring/BMS CAT, Inc.

Company Name



Signature of Authorized Company Official



NAT-21562-0

Blackmon Mooring of Austin, Inc.

Company Name

4616 W. Howard Lane, Bldg 7, Suite 700

Address

Austin

City

Texas

State

78728

Zip

512-730-4267

Phone Number

512-835-2140

Fax Number

Ernie Worth

Contact Person



NAT-21543-0

Blackmon Mooring of San Antonio, Inc.

Company Name

4808 Perrin Creek, Suite 500

Address

San Antonio

City

Texas

State

78217

Zip

210-342-4441

Phone Number

210-342-4321

Fax Number

Ernie Worth

Contact Person



NAT-21591-0

Blackmon Mooring of Midland/Odessa, Inc.

Company Name

2060 Market St.

Address

Midland

City

Texas

State

79703

Zip

432-520-0915

Phone Number

432-689-4117

Fax Number

Eric Mays

Contact Person



REGIONAL SERVICE DESIGNATION

The Local Government Purchasing Cooperative will assume that you will service cooperative members statewide unless you designate otherwise using this form!

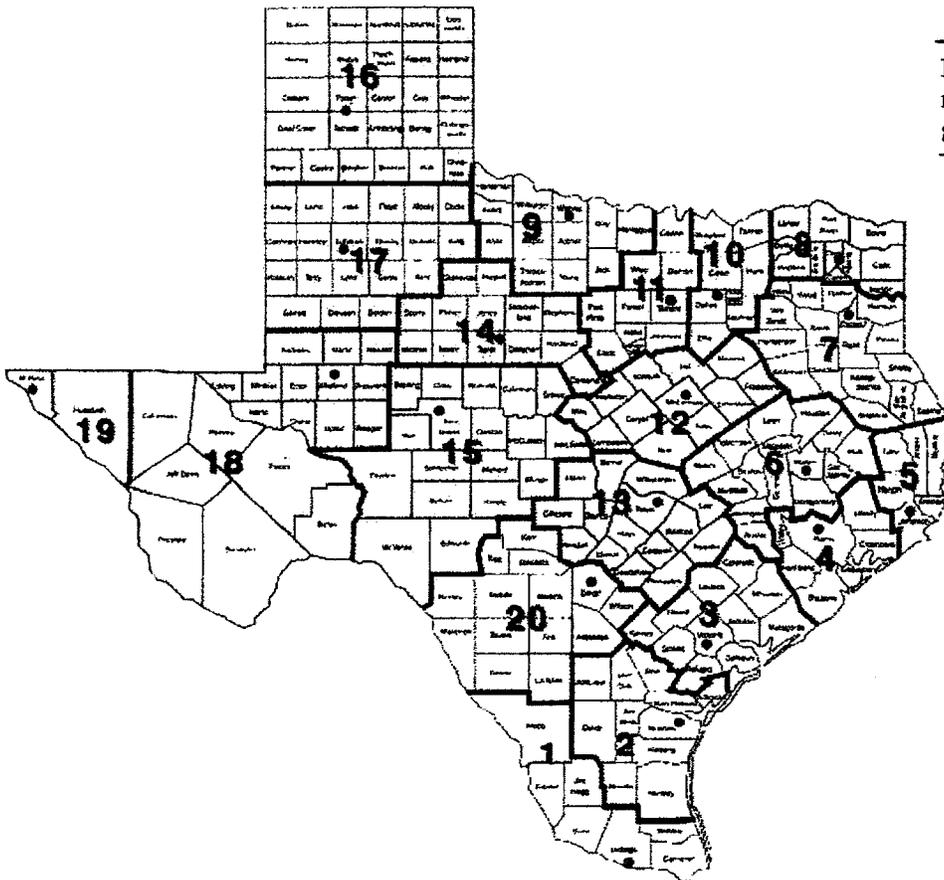
The Local Government Purchasing Cooperative (Cooperative) offers vendors the opportunity to service cooperative members statewide. If you do not plan to service all members of the cooperative statewide, you MUST indicate your intention by checking the specific regions you wish to serve on the checklist below.

Reminder: The Cooperative also assumes that you have included the cost of freight in your quoted price and that you will serve members statewide or in the specific regions you have checked without any additional charge for freight. If your quoted price does not include freight, or if you intend to charge additional freight for service to any region, you must specify and describe the freight terms as an exception to the terms and conditions on your Deviation//Compliance Signature Form.

Regional Education Service Centers

I plan to service all members of the cooperative statewide.

Place an "X" in the Boxes next to the regions you wish to service if you are not going to service the contract statewide.



- | <u>Region</u> | <u>Headquarters</u> |
|--|---------------------|
| <input checked="" type="checkbox"/> 1 | Edinburg |
| <input checked="" type="checkbox"/> 2 | Corpus Christi |
| <input checked="" type="checkbox"/> 3 | Victoria |
| <input checked="" type="checkbox"/> 4 | Houston |
| <input checked="" type="checkbox"/> 5 | Beaumont |
| <input checked="" type="checkbox"/> 6 | Huntsville |
| <input checked="" type="checkbox"/> 7 | Kilgore |
| <input checked="" type="checkbox"/> 8 | Mount Pleasant |
| <input checked="" type="checkbox"/> 9 | Wichita Falls |
| <input checked="" type="checkbox"/> 10 | Richardson |
| <input checked="" type="checkbox"/> 11 | Fort Worth |
| <input checked="" type="checkbox"/> 12 | Waco |
| <input checked="" type="checkbox"/> 13 | Austin |
| <input checked="" type="checkbox"/> 14 | Abilene |
| <input checked="" type="checkbox"/> 15 | San Angelo |
| <input checked="" type="checkbox"/> 16 | Amarillo |
| <input checked="" type="checkbox"/> 17 | Lubbock |
| <input checked="" type="checkbox"/> 18 | Midland |
| <input checked="" type="checkbox"/> 19 | El Paso |
| <input checked="" type="checkbox"/> 20 | San Antonio |

Blackmon Mooring/BMS CAT, Inc.

Company Name

Signature of Authorized Company Official



CONTRACT & PRICE/DISCOUNT COMPARISON FORM

The Local Government Purchasing Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in this proposal with prices/discounts offered to other governmental customers. Please respond to the following questions.

1. Provide the dollar value of sales to government entities at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 2,671,178.75. State beginning and ending of the 12 month period. Jan 1, 2009 / Dec 31, 2009. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts which you offer the Cooperative equal to or better than your best price offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES NO .
3. Based on your written discounting policies, provide information as requested for other governmental customers. The information should be provided in the chart below or in an equivalent format. Rows should be added to accommodate as many customers as required.

Purchasing Group	Discount	Quantity/Volume	FOB Term
1. Federal General Services Adm.	16.9% Average	N/A	Destination
2. TX Building & Procurement Comm.	N/A	N/A	N/A
3. U.S. Communities Purchasing Alliance	N/A	N/A	N/A
4. The Cooperative Purchasing Network	N/A	N/A	N/A
5. Houston-Galveston Area Council	N/A	N/A	N/A
6. Other:	N/A	N/A	N/A

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS:

For all current Buyboard vendors, indicate below discount for current Buyboard contract, the proposed discount in this proposal and if any difference, please explain:

Current Discount: 16.5%Average Proposed Discount: 16.5%Averagge

Explanation: Our current pricing was submitted back in 2007. While the proposed discount percentage to be provided to BuyBoard members remains the same, we have slightly adjusted our pricing to reflect recent increases in the CPI.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Blackmon Mooring/BMS CAT, Inc.
Company Name


Signature of Authorized Company Official



12007 Research Boulevard, Austin, Texas 78759-2439
Phone: 800-695-2919 Fax: 800-211-5454

1. Forms Checklist

- Completed - Notice Proposal Invitation - Form A
- Completed - Vendor Purchase Order, RFQ, and Invoice Receipt Options - Form B
- Completed - Felony Convictions Disclosure Statement - Form C
- Completed - Out of State Certification Page - Form D
- Completed - Historically Underutilized Business (HUB) - Form E
- Completed - Deviations/Compliance Signature Page - Form F
- Completed - Dealerships Listing - Form G
- Completed - Regional Service Area Designation - Form H
- Completed - State Service Designation - Form I
- Completed - Contract and Price/Discount Comparison Form - Form J
- Completed - Reference & Price/Discount Information - Form K
- Completed - Proposal Forms and Catalogs/Pricelists

Form L



NATIONAL BUYBOARD VENDOR AWARD AGREEMENT

Vendor Name: Blackmon Mooring/BMS Catastrophe

Effective Date: October 1, 2010

By signing this form, the above-referenced vendor ("Vendor") agrees as follows:

1. Vendor acknowledges that it is currently an awarded vendor of The Local Government Purchasing Cooperative, based in Austin, Texas, under Award No. 350-10 General Restoration Services hereafter "Underlying Award"); and that the National Purchasing Cooperative (a/k/a "National BuyBoard") is hereby "piggy-backing" on that award via this Award Agreement. Upon Vendor's execution of this Award Agreement by the designated due date, this award will commence on the above-referenced Effective Date and will end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the National BuyBoard Procurement Administrator.

2. Vendor agrees that it shall offer its goods and services to National BuyBoard members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National BuyBoard members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award. Vendor agrees that National BuyBoard members, no matter where located within the United States, shall be accorded the same terms and conditions relative to freight/shipping that Vendor is required to give Underlying Award cooperative members who are located within the State of Texas. If freight/shipping charges are allowed in the Underlying Award, Vendor agrees to pass through only actual costs and disclose such charges to National BuyBoard members upon request.

3. Vendor hereby confirms that it will serve those states it designated on the State Service Designation Form in the Underlying Award. Any changes to that form must be approved in writing by the National BuyBoard Procurement Administrator. The states indicated on State Service Designation Form as awarded in the Underlying Award are listed below.

4. Vendor agrees to pay National BuyBoard a two percent (2%) service fee based on the amount of purchases generated from National BuyBoard members through this award. Vendor shall remit payment to National BuyBoard on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National BuyBoard with copies of all purchase orders generated from National BuyBoard members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National BuyBoard shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National BuyBoard members in order to verify the accuracy of service fees.

5. Vendor and National BuyBoard agree to adopt by reference the Underlying Award, including its General Terms and Conditions, to the fullest extent such provisions can reasonably apply to the post-bid award phase. The rights and responsibilities that would ordinarily inure to the Underlying Award cooperative shall inure to National BuyBoard; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor and National BuyBoard recognize and agree that they are the only parties to this



Date: 9/13/10
CB

STATE SERVICE DESIGNATION

The Local Government Purchasing Cooperative (Cooperative) offers vendors the opportunity to service other governmental entities in the continental United States. If you do not wish to service the entire continental United States, you **MUST** indicate your intentions using the checklist provided below.

REMINDER: You can cite exceptions to the terms and conditions on your Deviation/Compliance Signature Form to control additional freight in other states. Check the states you wish to serve:

- | | | | |
|-------------------------------------|---|-------------------------------------|----------------|
| <input type="checkbox"/> | Alabama | <input type="checkbox"/> | Nebraska |
| <input type="checkbox"/> | Arizona | <input type="checkbox"/> | Nevada |
| <input type="checkbox"/> | Arkansas | <input type="checkbox"/> | New Hampshire |
| <input checked="" type="checkbox"/> | California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> | New Jersey |
| <input type="checkbox"/> | Colorado | <input type="checkbox"/> | New Mexico |
| <input type="checkbox"/> | Connecticut | <input checked="" type="checkbox"/> | New York |
| <input type="checkbox"/> | Delaware | <input type="checkbox"/> | North Carolina |
| <input checked="" type="checkbox"/> | District of Columbia | <input type="checkbox"/> | North Dakota |
| <input checked="" type="checkbox"/> | Florida | <input type="checkbox"/> | Ohio |
| <input checked="" type="checkbox"/> | Georgia | <input checked="" type="checkbox"/> | Oklahoma |
| <input type="checkbox"/> | Idaho | <input type="checkbox"/> | Oregon |
| <input checked="" type="checkbox"/> | Illinois | <input type="checkbox"/> | Pennsylvania |
| <input type="checkbox"/> | Indiana | <input type="checkbox"/> | Rhode Island |
| <input type="checkbox"/> | Iowa | <input type="checkbox"/> | South Carolina |
| <input type="checkbox"/> | Kansas | <input type="checkbox"/> | South Dakota |
| <input type="checkbox"/> | Kentucky | <input type="checkbox"/> | Tennessee |
| <input type="checkbox"/> | Louisiana | <input type="checkbox"/> | Utah |
| <input type="checkbox"/> | Maine | <input type="checkbox"/> | Vermont |
| <input checked="" type="checkbox"/> | Maryland | <input type="checkbox"/> | Virginia |
| <input type="checkbox"/> | Massachusetts | <input type="checkbox"/> | Washington |
| <input type="checkbox"/> | Michigan | <input type="checkbox"/> | West Virginia |
| <input type="checkbox"/> | Minnesota | <input type="checkbox"/> | Wisconsin |
| <input type="checkbox"/> | Mississippi | <input type="checkbox"/> | Wyoming |
| <input type="checkbox"/> | Missouri | | |
| <input type="checkbox"/> | Montana | | |

I plan to service all states listed

This State Service Designation form will be used to ensure that you can service other governmental entities throughout the continental United States. Please sign to indicate that you understand your service commitments during the term of this contract.

Blackmon Mooring / BMS CAT, Inc.
Company Name

[Signature]
Signature of Authorized Company Official

data, however, I was unsure how to include the items I have highlighted at the bottom of this spreadsheet into the catalog since their pricing format is a range, and the category is a service rather than a product. Is there a certain way that I should enter these items into the electronic catalog, or can a copy of our rate schedule just be provided to the members under our name on the website? However you want me to do it will work, just let me know. The items I was unsure of are below, and they are also highlighted at the bottom of the attached spreadsheet. I have also included a copy of our Rate Schedule in a Word document for your reference should you need it.

Rented Equipment	cost + 10% and 10%
Document Remediation	\$40.00 - \$75.00 per cubic foot.
Dehumidification	\$1.50 to \$2.50 per square foot during a 10 to 20 day timeframe
Stabilization	\$0.25 to \$0.50 psf per week
Conditioned Air	\$0.25 to \$0.50 psf per week

Thanks!

Cameron Blackmon

Corporate Programs Director

Blackmon Mooring

Office: (817) 810-5604

Cell: (817) 233-9612

Fax: (817) 334-3501

Email: C@bmsmanagement.com

From: Melonie Perry [mailto:Melonie.Perry@tasb.org]

Sent: Friday, July 30, 2010 12:04 PM

To: Blackmon, Cameron

Subject: FW: Buyboard Proposal #350-10

Attached is information regarding the award of our Proposal #350-10 General Restoration Service that will be effective on the Buyboard October 1, 2010. We look forward to working with you and your company during this contract period. Please let us know if you have questions or if you require additional information.

We would appreciate receiving your electronic catalog pricelist listing all products you have been awarded and their prices within 30-45 days. Please forward this information to [Natalie England](mailto:Natalie.England@tasb.org) at natalie.England@tasb.org.

If you are a new vendor, your Buyboard user id and password will be sent via e-mail the latter part of September.

We appreciate your continued support of the Buyboard!

Note: If you cannot see the letter after opening the attached document, while the attached document is open click on "View" and "Print Layout". This will allow you to see the document.

From: [Blackmon, Cameron](#)
To: [Sharon McAfee](#)
Cc: [Natalie England](#)
Subject: RE: Blackmon Mooring/BMS CAT - Tax ID & W-9 on Fild w/ BuyBoard
Date: Thursday, June 02, 2011 4:29:14 PM
Attachments: [Blackmon Mooring Services, LTD Signed W-9.pdf](#)

Sharon,

Please see attached W-9 for Blackmon Mooring Services, LTD.

Thanks!

Cameron Blackmon

Corporate Programs Director

Blackmon Mooring Services

Office: (817) 810-5604

Cell: (817) 233-9612

E-Fax: (817) 334-3501

Email: Cameron@bmsmanagement.com

24/7 Emergency Response Hotline: (877) 730-1948

From: Sharon McAfee [<mailto:Sharon.McAfee@tasb.org>]
Sent: Thursday, June 02, 2011 3:41 PM
To: Blackmon, Cameron
Cc: Natalie England
Subject: RE: Blackmon Mooring/BMS CAT - Tax ID & W-9 on Fild w/ BuyBoard

I think the W-9 would be sufficient. Thanks!

Sharon McAfee
BuyBoard Program Director
Phone: 800-695-2919
Fax: 800-211-5454
E-Mail: sharon.mcafee@tasb.org

From: Blackmon, Cameron [<mailto:cblackmon@bmsmanagement.com>]
Sent: Thursday, June 02, 2011 3:28 PM
To: Sharon McAfee
Cc: Natalie England
Subject: RE: Blackmon Mooring/BMS CAT - Tax ID & W-9 on Fild w/ BuyBoard

It is just a technicality. I bid on the proposal with the "Blackmon Mooring/BMS CAT" name so as to include the name recognition of both of our companies. Both companies are owned by same umbrella company which is BMS Enterprises (the principal owners are the same), but nobody recognizes that name since we don't do business under that name. If we are going to do a name

Sharon McAfee
BuyBoard Program Director
Phone: 800-695-2919
Fax: 800-211-5454
E-Mail: sharon.mcafee@tasb.org

From: Blackmon, Cameron [mailto:cablackmon@bmsmanagement.com]
Sent: Thursday, June 02, 2011 12:22 PM
To: Sharon McAfee
Subject: Blackmon Mooring/BMS CAT - Tax ID & W-9 on Fild w/ BuyBoard

Hi Sharon,

We worked a job for Saginaw School recently and they are trying to pay our bill. However, they are saying that the W-9 we are giving them does not match the one that they have from BuyBoard? I went on to both BuyBoard websites and noticed that on www.buyboard.com under "Vendor Contract Information" it lists the old Tax ID for BMS Catastrophe, Inc. (we changed the name of that company a few years ago to BMS CAT, Inc. along with the Tax ID). The entity still exists, however, we do not use it to conduct business any longer.

Then when I go on to the other website, www.vendor.buyboard.com and check under our "company profile" and it lists the correct Tax ID for BMS CAT, Inc. (61-1537529). When I check the "profile history", it shows that I made this change to the Tax ID on 10/18/10.

I guess my question to you is, what W-9 do the members have on file that ours is supposed to match?

Hope you're having a great week!

Thanks,

Cameron Blackmon
Corporate Programs Director
Blackmon Mooring Services
Office: (817) 810-5604
Cell: (817) 233-9612
E-Fax: (817) 334-3501
Email: Cameron@bmsmanagement.com

24/7 Emergency Response Hotline: (877) 730-1948

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part II of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Time and Materials Rate Schedule

I. Labor

A. Operations Personnel Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of Blackmon Mooring/BMS CAT or temporary hires employed directly by Blackmon Mooring/BMS CAT or secured through a labor service. Rates stated below are per person per hour.

CLASSIFICATION	HOURLY RATE
General Cleaning Laborer	24.50
Management Fee	3.50
Clerical	30.00
General Restoration or Dehumidification Supervisor/Technician	48.00
Remediation Supervisor/Technician	58.00
Resource Coordinator	48.00
Project Accountant	55.00
Electronics Restoration Supervisor/Technician	55.00
Industrial Corrosion Control Supervisor/Technician	48.00
Assistant Project Manager	70.00
Project Manager	80.00
Project Director	90.00
Health and Safety Officer	85.00
Project Consultant	125.00
Project Coordinator	125.00
Technical Consultants/Engineers	100.00-150.00

B. Other Labor Provisions

1. Standard Hours – All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of Blackmon Mooring/BMS CAT holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.
2. Non-Standard Hours – The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled in Section I.A. above. Rates for labor performed on Blackmon Mooring/Blackmon Mooring/BMS CAT recognized holidays will be 2.0 times the rates scheduled in Section I.A. above. In the event Blackmon Mooring/BMS CAT is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section I.A. above.
3. The Management Fee above applies when Blackmon Mooring/BMS CAT supervises the customer's employees, rather than hiring General Cleaning Laborers. The payroll, taxes and benefits are the responsibility of the customer.
4. During the course of performance of the work, Blackmon Mooring/BMS CAT may add additional labor classifications to the schedule above at rates to be determined by Blackmon Mooring/BMS CAT.
5. Travel time for personnel shall be billed to the contract at the rates in Section I.A and I.B. 2.
6. These rates and provisions are predicated upon Blackmon Mooring/BMS CAT standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify Blackmon Mooring/BMS CAT standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.

II. Equipment Rental

1. Blackmon Mooring/BMS CAT Owned Equipment - The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.
2. During the course of performance of the work, Blackmon Mooring/BMS CAT may add additional equipment to the schedule above at rates to be determined by Blackmon Mooring/BMS CAT.
3. Equipment Rented By Blackmon Mooring/BMS CAT - The rental rate for any items of equipment Blackmon Mooring/BMS CAT rents from third party vendors specifically for use in performing the Work shall be Blackmon Mooring/BMS CAT's cost thereof plus a markup of ten and ten percent (10% and 10%).

The following rates apply to equipment that is owned by Blackmon Mooring/BMS CAT and utilized in the performance of the work (whether supplied from Blackmon Mooring/BMS CAT inventory or specially purchased by Blackmon Mooring/BMS CAT for performance of the work).

CLASSIFICATION	DAILY RATE
Air Compressor	24.00
Air Mover / Carpet Dryer	24.00
Boroscope	100.00
Box – Accounting	70.00
Cryoblasting Machine	300.00
Cryoblasting Hose – 25' sections	5.00
Cryoblasting In-Line Drying Unit	80.00
Dehumidification Unit – Dri-Tech	140.00
Dehumidification Unit – Phoenix 200	150.00
Dehumidification Unit – Phoenix 300	200.00
Dehumidification Unit – 325 cfm	250.00
Dehumidification Unit – 750 cfm	350.00
Dehumidification Unit – 3200 – 3500 cfm	875.00
Dehumidification Unit – 4500 – 5000 cfm	1075.00
Dehumidification Unit – 9,000 – 10,000 cfm	1600.00
EDP – Tool Set	24.00
EDP Instrument Drying Oven	135.00
Electric Load Panel	32.00
Fans – Industrial	80.00
Foamer	100.00
Fogger – Spray Mist	25.00
Fogger – Thermo-Gen	90.00
Generator – Less than 10 Kilowatt	110.00
HEPA Air Filtration Unit – 2000 CFM	110.00
HVAC – Air Tool Kit	25.00
HVAC – Cutting / Spray Kit	25.00
HVAC – Duct Auger	90.00
HVAC – Duct Sweeper	80.00
Hygrothermograph – Recording	24.00
Intersaptor	100.00
Lights – Quartz Demolition	18.00
Micromanometer	5.00
Micromanometer – Recording	75.00
Moisture Meter – Penetrating or Non-Penetrating	24.00
Negative Air Machine	110.00
Ozone Generator – Model 330	120.00
Ozone Generator – Model 630	160.00

II. Equipment Rates – Continued

CLASSIFICATION	RATE
Ozone Generator – OG-EA	24.00
Phone Mobile	20.00
Pump – Sump	48.00
Radio – Personnel Communication	18.00
Respirator – Full Face	15.00
Respirator – Half Face	10.00
Saw – Kett	24.00
Sprayer – Commercial Airless	180.00
Steamatic 8100E Extraction System	250.00
Steamatic TMU Extraction System	450.00
Thermohygrometer	24.00
Trailer – Utility (inclusive of mileage)	140.00
Truck – Box (inclusive of mileage)	200.00
Ultrasonic Decontamination Vat – 500 Watt	75.00
Vacuum – Barrel	50.00
Vacuum – Commercial Canister	20.00
Vacuum – EDP Anti-static	75.00
Vacuum – Handheld	10.00
Vacuum – HEPA	75.00
Vacuum – MVII	75.00
Vacuum – Upright	15.00
Van – Cargo / Passenger	100.00
Washer – High Pressure	75.00
Washer – High Pressure – Hot	140.00

III. Material Rates – * - Represents Proprietary Blackmon Mooring/BMS CAT Products

CLASSIFICATION	RATE
Anti-Microbial Sealer	69.00/gallon
Applicators – 6" Cotton	22.50/box of 1000
Biocides / Disinfectants	49.00/gallon
Box – Book	2.50/each
Box – Dish	5.00/each
Box – Freeze Dry	3.00/each
Carpet Deodorizer*	15.00/gallon
Cartridge – N-95	29.00/box
Cartridge – Respirator	11.50/each
Coil Cleaner*	19.50/gallon
Cotton Cleaning Cloths	6.95/lb
Desiccant 25	60.00/pail (150)
Desudser*	45.00/gallon
Dry Ice	0.50/lb
Dry Solvent Stain Remover*	44.00/gallon
EDP – Corrosion Control Lubricant #1*	52.00/gallon
EDP – Corrosion Control Lubricant #2*	48.00/gallon
EDP – VCI Device	3.00/each
Emulsifier – Powder*	6.00/lb
Emulsifier – Liquid*	22.50/gallon
Exxpert Formula 828 Concentrate*	39.00/gallon
Filter – HEPA for Air Filtration Unit	295.00/each
Filter – HEPA for Vacuum	195.00/each

III. Material Rates - Continued

CLASSIFICATION	RATE
Filter – Primary	65.00/case
Filter – Secondary	95.00/case
Fireman's Friend Abrasive Compound*	7.50/lb
Furniture Blocks	90.00/box
Furniture Pads	100.00/box
Furniture Polish	7.95/can
Glass Cleaner*	12.50/gallon
Gloves – Cotton	1.95/pair
Gloves – Latex	1.95/pair
Gloves – Leather	2.95/pair
Gloves – Nimble Finger (N-Dex)	1.25/pair
Goggles	5.00/each
Lemon Oil	42.00/gallon
Lin-Aire Liquid Spray Concentrate*	69.00/gallon
Lin-Aire Odor Absorption Gel*	59.00/5lbs
Lin-Set D-1*	74.00/gallon
Lin-Set Duct Seal*	68.00/gallon
Mop Heads	8.75/each
Odromatic*	57.00/gallon
Paper – Corrugated or Craft	70.00/roll
Pigmented Sealer	29.00/gallon
Polishing Pads	32.50/box of 20
Polyester Filter Material	69.00/roll
Polyethylene Bags 6 mil	109.00/roll
Polyethylene Sheeting (8'x200' roll; 2-4 mil)	59.00/roll
Polyethylene Sheeting (20'x100' roll; 6 mil)	92.00/roll
Polyethylene Sheeting (20'x100' roll; 3-6 mil) fire retardant	109.00/roll
Pump – Barrel Siphon	12.00/each
Reodorant*	88.00/gallon
Restoration Sponge	1.95/each
Safety Glasses	5.00/each
Shrink Wrap	39.50/roll
Spray Adhesive	4.95/can
Stainless Steel Polish	9.95/can
Steamat-A-Fog*	42.00/gallon
Steel Wool	8.50/sleeve
Suit – Tyvek	11.50/each
Tape – Boxing	4.50/roll
Tape – Duct	5.95/roll
Tape – Masking	4.95/roll
Tape – Blue Remediation	7.95/roll
Tubing – Lay Flat	350.00/roll
Thermo Fog Spray	59.00/gallon
Trash Bags – Disposable	22.50/roll
Vinyl & Leather Conditioner*	19.95/quart

B. Additional Provisions Respecting Materials

1. The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from Blackmon Mooring/BMS CAT Inventory, shipped directly to the site from Blackmon Mooring/BMS CAT's sources, or purchased locally by Blackmon Mooring/BMS CAT from either an affiliated or non-affiliated entity.
2. During the course of performance of the work, Blackmon Mooring/BMS CAT may add additional materials to the schedule above at rates to be determined by Blackmon Mooring/BMS CAT.

IV. Document Remediation

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of \$40.00 - \$75.00 per cubic foot.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char/Soot Residue
- Mold/Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors Include Debris, Sewage, Silt, and/or Hazardous Materials

The above rates represent the charges for freeze-drying only. Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this rate schedule.

V. Dehumidification, Stabilization and Conditioned Air

Specific costs for Dehumidification, Stabilization and Conditioned Air services will be determined per job, based on factors relevant to each job and pricing will fall in the ranges indicated below.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Height of Buildings, Ceilings and Affected Space
- Length of Job and/or Time Constraints
- Other Contamination Factors
- Local Weather Conditions
- Other pertinent conditions or situations as they may apply

These and other factors can cause the cost to provide such services to vary widely. The standard practice is to extend pricing on a firm unit price basis when there are no extenuating circumstances. Under normal conditions, pricing will generally fall in the following ranges depending on the above referenced factors:

Normal Range

Dehumidification - \$1.90 to \$2.50 per square foot during a 10 to 20 day timeframe

Stabilization - \$0.35 to \$0.50 psf per week

Conditioned Air - \$0.35 to \$0.50 psf per week

The above rates represent the charges for dehumidification, stabilization and conditioned air and their related dehumidification services for the area specified in the service contract. Labor, equipment, materials and other costs incurred in connection with all other services will be billed in accordance with the schedules and provisions contained in this rate schedule. If no square footage figures or per square foot rates are present in the service contract, dehumidification, stabilization and conditioned air will be billed on a time and material basis in accordance with the schedules and provisions contained in this rate schedule. (The foregoing does not include electrical power or generators and fuel for generators)

VI. Small Tools

Items such as, shovels, ladders, demolition carts, extension cords, small hand tools, etc. are provided by Blackmon Mooring/BMS CAT but are not included in the Schedules above. Blackmon Mooring/BMS CAT shall be compensated for these items by application of a small tool charge in the amount of three percent (3%) of total labor billings.

VII. Reimbursables**A. Subcontract Services**

The compensation paid Blackmon Mooring/BMS CAT for all services such as laboratory services, testing services, and other services which are not identified in Sections IV or V above or performed by individuals billed to the customer in accordance with Section I above, but are subcontracted by Blackmon Mooring/BMS CAT, shall be Blackmon Mooring/BMS CAT's cost for such subcontract service plus a ten and ten percent (10% and 10%) mark-up on such costs.

B. Travel, Lodging and Per Diem

Blackmon Mooring/BMS CAT shall be compensated for costs incurred for travel, lodging and per diem costs for Blackmon Mooring/BMS CAT employees assigned to the work on the basis of Blackmon Mooring/BMS CAT's cost for such items plus ten and ten percent (10% and 10%) mark-up on such costs.

C. Freight/Transportation and Other Charges

Blackmon Mooring/BMS CAT shall be compensated for cost incurred for the transportation of equipment, supplies and materials to and from the site of work and for other job related charges not listed in the sections above on the basis of Blackmon Mooring/BMS CAT's cost for such charges plus ten and ten percent (10% and 10%) mark-up on such charges.

D. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work. Blackmon Mooring/BMS CAT shall be compensated for all costs incurred which are described above on the basis of Blackmon Mooring/BMS CAT's actual cost incurred for such items.

	General Cleaning Labor	General Cleaning Labor	HR	1	\$24.50
	Management Fee	Management Fee	HR	1	\$3.50
	Clerical	Clerical	HR	1	\$30.00
	General Restoration or Dehumidification Supervisor/Technician	General Restoration or Dehumidification Supervisor/Technician	HR	1	\$48.00
	Remediation Supervisor/Technician	Remediation Supervisor/Technician	HR	1	\$58.00
	Resource Coordinator	Resource Coordinator	HR	1	\$48.00
	Project Accountant	Project Accountant	HR	1	\$55.00
	Electronics Restoration Supervisor/Technician	Electronics Restoration Supervisor/Technician	HR	1	\$55.00
	Industrial Corrosion Control Supervisor/Technician	Industrial Corrosion Control Supervisor/Technician	HR	1	\$48.00
	Assistant Project Manager	Assistant Project Manager	HR	1	\$70.00
	Project Manager	Project Manager	HR	1	\$80.00
	Project Director	Project Director	HR	1	\$90.00
	Health & Safety Office	Health & Safety Office	HR	1	\$85.00
	Project Consultant	Project Consultant	HR	1	\$125.00
	Project Coordinator	Project Coordinator	HR	1	\$125.00
	Technical Consultants/Engineers	Technical Consultants/Engineers	HR	1	\$100.00-\$150.00
it	Air Compress	Air Compress	Daily	1	\$24.00
it	Air Mover / Carpet Dryer	Air Mover / Carpet Dryer	Daily	1	\$24.00
it	Boroscope	Boroscope	Daily	1	\$100.00
it	Box - Accounting	Box - Accounting	Daily	1	\$70.00
it	Cryoblasting Machine	Cryoblasting Machine	Daily	1	\$300.00
it	Cryoblasting Hose - 25' sections	Cryoblasting Hose - 25' sections	Daily	1	\$5.00
it	Cryoblasting In-Line Drying Unit	Cryoblasting In-Line Drying Unit	Daily	1	\$80.00
it	Dehumidification Unit - Dri-Tech	Dehumidification Unit - Dri-Tech	Daily	1	\$140.00
it	Dehumidification Unit - Phoenix 200	Dehumidification Unit - Phoenix 200	Daily	1	\$150.00
it	Dehumidification Unit - Phoenix 300	Dehumidification Unit - Phoenix 300	Daily	1	\$200.00
it	Dehumidification Unit - 325 cfm	Dehumidification Unit - 325 cfm	Daily	1	\$250.00
it	Dehumidification Unit - 750 cfm	Dehumidification Unit - 750 cfm	Daily	1	\$350.00
it	Dehumidification Unit - 3200 - 3500 cfm	Dehumidification Unit - 3200 - 3500 cfm	Daily	1	\$875.00
it	Dehumidification Unit - 4500 - 5000 cfm	Dehumidification Unit - 4500 - 5000 cfm	Daily	1	\$1,075.00
it	Dehumidification Unit - 9000 - 10000 cfm	Dehumidification Unit - 9000 - 10000 cfm	Daily	1	\$1,600.00
it	EDP - Tool Set	EDP - Tool Set	Daily	1	\$24.00
it	EDP Instrument Drying Oven	EDP Instrument Drying Oven	Daily	1	\$135.00
it	Electrical Load Panel	Electrical Load Panel	Daily	1	\$32.00
it	Fans - Industrial	Fans - Industrial	Daily	1	\$80.00
it	Foamer	Foamer	Daily	1	\$100.00
it	Fogger - Spray Mist	Fogger - Spray Mist	Daily	1	\$25.00
it	Fogger - Thermo-Gen	Fogger - Thermo-Gen	Daily	1	\$90.00
it	Generator - Less than 10 KW	Generator - Less than 10 KW	Daily	1	\$110.00
it	HEPA Air Filtration Unit - 2000 CFM	HEPA Air Filtration Unit - 2000 CFM	Daily	1	\$110.00
it	HVAC Air Tool Kit	HVAC Air Tool Kit	Daily	1	\$25.00
it	HVAC - Cutting / Spray Kit	HVAC - Cutting / Spray Kit	Daily	1	\$25.00
it	HVAC - Duct Auger	HVAC - Duct Auger	Daily	1	\$90.00
it	HVAC - Duct Sweeper	HVAC - Duct Sweeper	Daily	1	\$80.00

it	Intersaptor	Intersaptor	Daily	1	\$100.00
it	Lights - Quartz Demolition	Lights - Quartz Demolition	Daily	1	\$18.00
it	Micromanometer	Micromanometer	Daily	1	\$5.00
it	Micromanometer - Recording	Micromanometer - Recording	Daily	1	\$75.00
it	Moisture Meter - Penetrating or Non-Penetrating	Moisture Meter - Penetrating or Non-Penetrating	Daily	1	\$24.00
it	Negative Air Machine	Negative Air Machine	Daily	1	\$110.00
it	Ozone Generator - Model 330	Ozone Generator - Model 330	Daily	1	\$120.00
it	Ozone Generator - Model 630	Ozone Generator - Model 630	Daily	1	\$160.00
it	Ozone Generator - OG - EA	Ozone Generator - OG - EA	Daily	1	\$24.00
it	Phone Mobile	Phone Mobile	Daily	1	\$20.00
it	Pump - Sump	Pump - Sump	Daily	1	\$48.00
it	Radio - Personnel Communication	Radio - Personnel Communication	Daily	1	\$18.00
it	Respirator - Full Face	Respirator - Full Face	Daily	1	\$15.00
it	Respirator - Half Face	Respirator - Half Face	Daily	1	\$10.00
it	Saw - Kett	Saw - Kett	Daily	1	\$24.00
it	Sprayer - Commercial Airless	Sprayer - Commercial Airless	Daily	1	\$180.00
it	Steamatic 8100E Extraction System	Steamatic 8100E Extraction System	Daily	1	\$250.00
it	Steamatic TMU Extraction System	Steamatic TMU Extraction System	Daily	1	\$450.00
it	Thermohyrometer	Thermohyrometer	Daily	1	\$24.00
it	Trailer - Utility (inclusive of mileage)	Trailer - Utility (inclusive of mileage)	Daily	1	\$140.00
it	Truck Box (inclusive of mileage)	Truck Box (inclusive of mileage)	Daily	1	\$200.00
it	Ultrasonic Decontamination Vat - 500 Watt	Ultrasonic Decontamination Vat - 500 Watt	Daily	1	\$75.00
it	Vacuum - Barrel	Vacuum - Barrel	Daily	1	\$50.00
it	Vacuum - Commercial Canister	Vacuum - Commercial Canister	Daily	1	\$20.00
it	Vacuum - EDP Anti-static	Vacuum - EDP Anti-static	Daily	1	\$75.00
it	Vacuum - Handheld	Vacuum - Handheld	Daily	1	\$10.00
it	Vacuum - HEPA	Vacuum - HEPA	Daily	1	\$75.00
it	Vacuum - MVII	Vacuum - MVII	Daily	1	\$75.00
it	Vacuum - Upright	Vacuum - Upright	Daily	1	\$15.00
it	Van - Cargo / Passenger	Van - Cargo / Passenger	Daily	1	\$100.00
it	Washer - High Pressure	Washer - High Pressure	Daily	1	\$75.00
it	Washer - High Pressure - Hot	Washer - High Pressure - Hot	Daily	1	\$140.00
	Anti-Microbial Sealer	Anti-Microbial Sealer	Gallon	1	\$69.00
	Applicators - 6" cotton	Applicators - 6" cotton	Box of 1000	1	\$22.50
	Biocide / Disinfectants	Biocide / Disinfectants	Gallon	1	\$49.00
	Box - Book	Box - Book	EA	1	\$2.50
	Box - Dish	Box - Dish	EA	1	\$5.00
	Box - Freeze Dry	Box - Freeze Dry	EA	1	\$3.00
	Carpet Deodorizer	Carpet Deodorizer	Gallon	1	\$15.00
	Cartridge - N-95	Cartridge - N-95	Box	1	\$29.00
	Cartridge - Respirator	Cartridge - Respirator	EA	1	\$11.50
	Coil Cleaner	Coil Cleaner	Gallon	1	\$19.50
	Cotton Cleaning Cloths	Cotton Cleaning Cloths	LB	1	\$6.95
	Desiccant 25	Desiccant 25	Pail (150)	1	\$60.00
	Desuder*	Desuder*	Gallon	1	\$45.00

Dry Solvent Stain Remover*	Dry Solvent Stain Remover*	Gallon	1	\$44.00
EDP - Corrosion Control Lubricant #1*	EDP - Corrosion Control Lubricant #1*	Gallon	1	\$52.00
EDP - Corrosion Control Lubricant #2*	EDP - Corrosion Control Lubricant #2*	Gallon	1	\$48.00
EDP - VCI Device	EDP - VCI Device	EA	1	\$3.00
Emulsifier - Powder*	Emulsifier - Powder*	LB	1	\$6.00
Emulsifier - Liquid*	Emulsifier - Liquid*	Gallon	1	\$22.50
Exxpert Formula 828 Concentrate	Exxpert Formula 828 Concentrate	Gallon	1	\$39.00
Filter - HEPA for Air Filtration Unit	Filter - HEPA for Air Filtration Unit	EA	1	\$295.00
Filter - HEPA for Vacuum	Filter - HEPA for Vacuum	EA	1	\$195.00
Filter - Primary	Filter - Primary	Case	1	\$65.00
Filter - Secondary	Filter - Secondary	Case	1	\$95.00
Fireman's Friend Abrasive Compound*	Fireman's Friend Abrasive Compound*	LB	1	\$7.50
Furniture Blocks	Furniture Blocks	Box	1	\$90.00
Furniture Pads	Furniture Pads	Box	1	\$100.00
Furniture Polish	Furniture Polish	Can	1	\$7.95
Glass Cleaner*	Glass Cleaner*	Gallon	1	\$12.50
Gloves - Cotton	Gloves - Cotton	Pair	1	\$1.95
Gloves - Latex	Gloves - Latex	Pair	1	\$1.95
Gloves - Leather	Gloves - Leather	Pair	1	\$2.95
Gloves - Nimble Finger (N-Dex)	Gloves - Nimble Finger (N-Dex)	Pair	1	\$1.25
Goggles	Goggles	EA	1	\$5.00
Lemon Oil	Lemon Oil	Gallon	1	\$42.00
Lin-Aire Liquid Spray Concentrate	Lin-Aire Liquid Spray Concentrate	Gallon	1	\$69.00
Lin-Aire Odor Absorption Gel*	Lin-Aire Odor Absorption Gel*	LBS	5	\$59.00
Lin-Set- D-1*	Lin-Set- D-1*	Gallon	1	\$74.00
Lin-Set Duct Seal*	Lin-Set Duct Seal*	Gallon	1	\$68.00
Mop Heads	Mop Heads	EA	1	\$8.75
Odormatic*	Odormatic*	Gallon	1	\$57.00
Paper - Corrugated or Craft	Paper - Corrugated or Craft	Roll	1	\$70.00
Pigmented Sealer	Pigmented Sealer	Gallon	1	\$29.00
Polishing Pads	Polishing Pads	Box of 20	1	\$32.50
Polyester Filter Material	Polyester Filter Material	Roll	1	\$69.00
Polyethylene Bags 6 mil	Polyethylene Bags 6 mil	Roll	1	\$109.00
Polyethylene Sheeting (8'x200' roll; 2-4 mil)	Polyethylene Sheeting (8'x200' roll; 2-4 mil)	Roll	1	\$59.00
Polyethylene Sheeting (20'x100' roll; 6 mil)	Polyethylene Sheeting (20'x100' roll; 6 mil)	Roll	1	\$92.00
Polyethylene Sheeting (20'x100' roll; 3-6 mil) fire retardant	Polyethylene Sheeting (20'x100' roll; 3-6 mil) fire retardant	Roll	1	\$109.00
Pump - Barrel Siphon	Pump - Barrel Siphon	EA	1	\$12.00
Reodorant*	Reodorant*	Gallon	1	\$88.00
Restoration Sponge	Restoration Sponge	EA	1	\$1.95
Safety Glasses	Safety Glasses	EA	1	\$5.00
Shrink Wrap	Shrink Wrap	Roll	1	\$39.50
Spray Adhesive	Spray Adhesive	Can	1	\$4.95
Stainless Steel Polish	Stainless Steel Polish	Can	1	\$9.95
Steamat-A-Fog*	Steamat-A-Fog*	Gallon	1	\$42.00

Suit – Tyvek
 Tape - Boxing
 Tape - Duct
 Tape - Masking
 Tape - Blue Remediation
 Tubing - Lay Flat
 Thermo Fog Spray
 Trash Bags - Disposable
 Vinyl & Leather Conditioner*

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EA	1	\$11.50
Roll	1	\$4.50
Roll	1	\$5.95
Roll	1	\$4.95
Roll	1	\$7.95
Roll	1	\$350.00
Gallon	1	\$59.00
Roll	1	\$22.50
QT	1	\$19.95

equipment	cost + 10% and 10%
Cost Remediation	\$40.00 - \$75.00 per cubic foot.
decontamination	\$1.50 to \$2.50 per square foot during a 10 to 20 day timeframe
Containment	\$0.25 to \$0.50 psf per week
Filtered Air	\$0.25 to \$0.50 psf per week



Water Mitigation

Prepared for:

*ALAMODOME
100 MONTANA ST
SAN ANTONIO, TX 78203*

Contact:

**Darryl Baethge
Department Facility Coordinator
Maintenance Division
Convention, Sports and Entertainment Facilities**

Prepared by:

**Shay Davis
Project Coordinator**

December 21, 2011

**Blackmon Mooring of San Antonio
4808 Perrin Creek #500
San Antonio, TX 78217
877-730-1948**

INTRODUCTION

On December 19, 2011 Blackmon Mooring of San Antonio (BMS) opened a file on the Alamodome for the property located at 100 Montana St., San Antonio, TX 78203. This file was opened because of damages from a recent water intrusion. It was reported to BMS that the cause of the damage was from a broken plumbing line in the ceiling of the 4th floor. On December 19, 2011 Shay Davis, John Rodriguez and Vanessa Rodriguez of BMS performed a site inspection. In attendance during the walk through was Darryl Baethge, Garvin Dansby and Tina Southard. The purpose for the walk through was to establish a preliminary verbal scope in order to expedite the mobilization of crews to begin mitigation and dehumidification. This Scope of Work is designed for water restoration of the affected areas, including but not limited to, drying and decontamination of structural components and contents.

VISIBLE INSPECTION

On December 20, 2011, Shay Davis and John Rodriguez performed a follow up walk through to assess any physical damage to the carpeted areas. Our inspection found that Mr. Lucero's office in the Administrative offices and the Conference Room behind Mr. Baethge's office were the only two rooms that displayed carpet staining that may warrant replacement.

UPDATED RESTORATION SERVICES

- The mitigation and restoration services to be performed are as follows:
 - Approximately 36,000 square feet of carpet will need to be cleaned. These areas include Meeting rooms K, L, G, F, B and A, the Spurs Locker room and hallway, the entire Administrative Office, the lobby in the Alamobowl Office, all of the suites on the West side of Club Level, 14 total, and the Court on Club level.
 - Approximately 1800 linear feet of cove base will need to be replaced in the meeting rooms and suites on Club level
 - 5 air scrubbers were set up in the Administrative Offices

PRICING

This project will be priced on the BuyBoard Time and Material rate sheet. Please note that estimate has been revised to include steam cleaning of the carpets in the affected areas. The additional cost for this service is \$2,800.00.

Total Estimated Cost: \$146,304.64

FINAL ACKNOWLEDGEMENTS

- BMS will insure this project is accomplished in a safe and orderly manner. Daily safety meetings, safety equipment and site safety overviews will be a constant priority to BMS for the success of this project.

- BMS is committed to maintaining high ethical standards to ensure that its customers are treated fairly. To insure this goal, BMS has a corporate Code of Ethics applicable to all BMS employees. BMS insures this policy is applied to all projects it is involved in and sees this Code of Ethics as a benefiting factor to the success of this project also.

CONCLUSION

As a representative of BMS, I want to thank you for allowing us to provide our services to you. It is the determination of our company to provide you with a successful and expedient recovery in the shadow of such a disaster. I will be available to assist you and discuss this presentation further at your convenience. Please call me directly at (210)394-5519 or toll free at (877) 730-1948 and have them contact me to respond to your needs as required.

Respectfully Submitted,

Shay Davis
Sales Representative



4808 Perrin Creek
 Suite 500
 San Antonio, TX 78217

Bill to: City of San Antonio
 P.O. Box 839966
 San Antonio, TX 78283

Invoice: 906024300
Date: 12/27/11

Attn: Accounts Payable

Terms: Upon Receipt

Worksite: Alamodome
 100 Montana St
 San Antonio, TX 78203

Fed. ID# 74-2250180
PO #

Invoice

Labor	\$40,631.00
Materials	\$2,141.50
Equipment	\$54,854.93
Reimbursables	\$1,986.45

Sub Total	\$ 99,613.88
Tax	
Total Due	\$99,613.88

Respectfully Submitted by:
 Blackmon Mooring of San Antonio, Inc

Shay Davis
 Project Coordinator
 (210) 394-5519

CITY OF SAN ANTONIO
PURCHASING DEPARTMENT
CERTIFICATE OF EXEMPTION FORM
COMPETITIVE BID OR PROPOSAL REQUIREMENTS

Date 12/19/2011

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals, before entering into a contract requiring an expenditure in excess of \$50,000 except as specified below:

(Please check which exemption you are certifying)

- | | |
|---|---|
| <input type="checkbox"/> a procurement made because of a public calamity that requires funds to relieve the needs of the residents or to preserve city property | <input type="checkbox"/> paving, drainage, street widening and other public improvements or related matter where at least one-third of the costs are paid by special assessments |
| <input checked="" type="checkbox"/> a procurement to preserve or protect the public health or safety of the city's residents | <input type="checkbox"/> a public improvement project which has been authorized but for which there is deficiency of funds to complete in accordance with the plans as authorized |
| <input type="checkbox"/> a procurement necessary because of unforeseen damage to machinery, equipment or other property | <input type="checkbox"/> a payment under a contract by which a developer participates in the construction of a public improvement as provided by subchap. C, ch 212. |
| <input type="checkbox"/> a procurement for personal, professional or planning services | <input type="checkbox"/> personal property sold |
| <input type="checkbox"/> a procurement for work that is performed and paid for by the day as the work progresses | <input type="checkbox"/> services performed by blind or severely disabled persons |
| <input type="checkbox"/> a purchase of land or right-of-way | <input type="checkbox"/> goods purchased by a municipality for subsequent retail sale by the municipality |
| <input type="checkbox"/> a procurement of items available from only one source | <input type="checkbox"/> electricity |
| <input type="checkbox"/> a purchase of rare books, papers and other materials for a public library | |

This Certificate of Exemption is executed and filed with the Purchasing Department as follows:

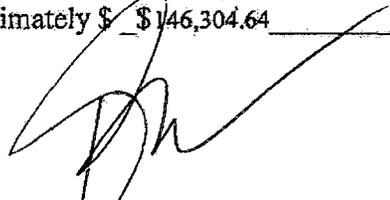
1. The undersigned is authorized to approve an exemption.
2. An exemption according to Section 252.022 of the Local Government Code exists. More specifically, the following event has occurred:

The City of San Antonio is in need of a contractor to provide professional water damage restoration to City occupied floor and carpeted space, offices, meeting rooms, suites and like areas in the ALAMODOME, at 100 Montana Street, San Antonio, Tx, 78203. Services are required due to a major break in a chilled water pipe supply line on the Club level (fourth floor) Restoration is required on three floors. Club, Mezzene and field level.

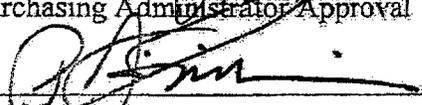
3. Because the exemption stated above exists, the City of San Antonio intends to contract with Blackmon Blackmon Mooring/BMS Catastrophe utilizing Buyboard 350-10. This purchase will be made in accordance with the Texas Local Government Purchasing Cooperative passed Ordinance 97097 Dated 1/30/2003 which will cost approximately \$ \$146,304.64

Department: Convention Sports and Entertainment Facility

Darryl Baethge
Originator


Purchasing Administrator Approval


Department Director Approval


City Manager
(approval required only for ratification by City Council)