



Purchase Order No. PO272833	Revision No. 0	Revision Date 05/18/2021	Page 1 of 1
This number must appear on all invoices, packages and shipping papers.			

**PURCHASE ORDER  
PO272833**

**VENDOR (NUMBER: 034818)**

USIC Locating Services, LLC  
9045 N. River Rd  
Indianapolis, IN 53590  
USA

**ORDER DATE**

05/18/2021

**Payment Terms:**

Net 30 Days

**Delivery Terms:**

FOB Destination, Freight Prepaid & Allowed

**City Contact:**

; ,

**SHIP TO**

1111 E. Broad Street  
Columbus, OH  
USA

**ATTENTION****BILL TO**

77 N Front St  
5th Floor  
  
Columbus, OH 43215  
USA

Line #	Item Number	Description	Delivery Date	QTY	UOM	Unit Price	Line Amount
10		Award for Fiber Optic Cable Location UTC all items in accordance with response to RFQ016458 . Please see attached specifications.	5/14/2021	1.00	EA	\$ 1.00000	\$ 1.00

<b>PO TOTAL</b>	<b>\$ 1.00</b>
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THE CITY OF COLUMBUS TERMS AND CONDITIONS REFERENCED IN THE RFQ SHALL GOVERN THIS AND ALL ALLIED TRANSACTIONS WITHOUT EXCEPTION.



**CONTRACT: FIRM OFFER FOR SALE**

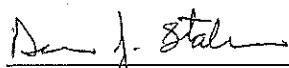
In consideration of one (1) dollar received by **USIC, LLC** "Contractor," Contractor hereby offers to sell to City of Columbus, "Buyer", who shall have until **May 31, 2024**, to exercise this option to purchase, at the price and on the terms set forth in the bid proposal which includes: Advertisement for Bids, (**RFQ016458**), Contract: Firm Offer for Sale and specifications set forth in **RFQ016458**, all of which are incorporated and agreed to by both parties as if fully rewritten herein. Buyer may exercise this option without limitation to the number of times or quantity purchase(s) provided that the total purchase(s) do not exceed twice the estimated quantity or dollar amount set forth in the proposal.

Should the City exercise its option, the contractor agrees with the City of Columbus to furnish and deliver, at their own cost and expense, all the equipment, machinery and supplies set forth in **RFQ016458** **All Items and services** in the proposal filed by the Contractor with the Buyer's Purchasing Office on **October 20, 2020** in response to advertisement of bids for **Fiber Optic Cable Location Services UTC**, **RFQ016458**, according to specifications and plans therefore, thereto attached and for the prices set forth in said proposal.

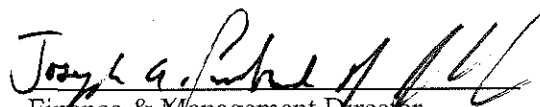
**IN WITNESS WHEREOF**, the contractor and the City of Columbus have hereunto set their hands on this 14 Th day of May, 2021.

**USIC, LLC**

**City of Columbus, Ohio  
Purchasing Office**

  
\_\_\_\_\_  
Signature

Title VP-Sales

  
\_\_\_\_\_  
Finance & Management Director,  
as authorized by  
Ordinance No. 0209-2021  
Passed: 5/12/21

**46-3026158**

Federal Identification Number

**034818**

Vendor Portal Account Number

**BY SUBMITTING A BID RESPONSE, BIDDER AGREES TO THE FOLLOWING TERMS AND CONDITIONS (ADDITIONAL OR CONFLICTING TERMS WITHIN THE INDIVIDUAL RFQ WILL GOVERN):**

1. Submission of any bid response is subject to the Ohio Public Records Act.
2. Bidders are to quote firm or fixed prices. Quotations subject to increase in price will not be considered.
3. Prices shall be quoted on the units requested; the City is not responsible for any conversions of units or measures. However, each item may be considered a separate bid and the City reserves the right to award a contract for each item separately or for all items as a whole, (or any combination thereof) as the best interests of the City requires. Bidder bidding on an “all or none” basis must state so on their bid.
4. Bids shall reflect exact quantity pricing. Deliveries of underruns or overruns are unacceptable.
5. Federal and/or State taxes are not to be included in quoted prices.
6. Unless noted by the bidder and accepted by the City, the City has 45 calendar days from bid due date to accept the bid.
7. References to a particular trade, manufacturer or model number are made for descriptive purposes to guide the bidder in interpreting the City’s requirements. If the bid is not in accordance with the RFQ specifications, the bidder must clearly identify all aspects of the proposed “equal” or “alternate” item. The City reserves the right to determine whether or not the item bid is equal to the specified item.
8. All goods are to be new and unused.
9. Delivery and discounts may be a determining factor at the time the award is made. Unless otherwise noted in the specifications, delivery shall be F.O.B. destination, freight prepaid and allowed.
10. The Federal Tax Identification Number of the remittance company listed on the invoice shall be identical to that of the bidder listed on the completed RFQ response. Payments due shall not be assigned to any other company without the express written consent of the.
11. The City reserves the right to reject any and all bids and to waive technicalities.
12. Pursuant to City of Columbus Ordinance # 2607-2012, in determining the lowest bid for a contract the local bidder credit will not be applied.

13. Samples, when requested, must be furnished free of expense to the City. If not destroyed, upon request, the samples will be returned at bidder's expense.

14. In the event an amendment is required, the City of Columbus will send notification of amendment to bidders that have an active account with Columbus Vendor Services and are registered for the procurement categories associated with this solicitation. Though the City will apply this method in the event of amendment it is ultimately the Bidder's responsibility to check this site for verification of any issued amendments.

15. In evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder who offers a product or service equal to or superior to that of a non-environmentally preferable bidder or offeror where the environmentally preferable bid or offer does not exceed by more than 5% (up to a maximum of \$20,000) the lowest responsive and responsible and best bid from any non-environmentally preferable bid or offer. The environmentally preferable bidder will be required to demonstrate to the city agency procuring the product or service how their bid is equal to or superior to that of a non-environmentally preferable bidder.

**IN THE EVENT OF A SUCCESSFUL SERVICE BID THE BIDDER MUST ADDITIONALLY PROVIDE THE FOLLOWING ITEMS AS CONDITION OF THE AWARD:**

Workers' Compensation

16. The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. Proof of compliance shall be provided.

Insurance/Indemnity

17. The Contractor shall, indemnify, protect, defend and hold harmless the City from any claim, loss or damage arising in any way from the Contractor's performance under the terms of this Contract and from any negligent or wrongful act or omission of the Contractor arising therein. Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage). Contractor must provide a copy of the Certificate of Insurance.

**Bodily Injury Liability:**

Each Person           \$500,000  
Each Accident       \$1,000,000

**Property Damage Liability:**

Each Accident       \$500,000  
All Accidents       \$1,000,000

**IN THE EVENT OF A CONTRACT BIDDER AGREES TO THE FOLLOWING:**

18. Acceptance of this proposal by the City will be manifest in the form of a certified Purchase Order. Said Purchase Order and references contained therein (including this RFQ response and any attachments) will constitute the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties.

#### Campaign Contributions

19. Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

#### Maximum Obligation

20. The maximum amount to be paid under this Contract shall not exceed the amount on the purchase order issued pursuant to this bid. Any modification for additional funds once appropriated and authorized, will result in a new purchase order or a written change order.

#### Pricing and Scope of Services

21. The Contractor agrees to perform and invoice as set forth in this agreement. No other costs, rates, or fees shall be payable to the Contractor for goods provided or services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

#### Equal Opportunity Clause

22. Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract. (Ordinance 2550- 93.)

#### Taxes

23. Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

#### City's Contract Administrator/Contract Administration

24. The contact name listed under 'ship prepaid to' on the purchase order will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the addresses listed.

#### Contractor as an Independent Contractor

25. The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and he/she/it agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

#### Applicable Law, Remedies

26. This Agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

#### Payment/Invoice Submittal

27. Fees shall be paid for goods and/or services rendered following: (1) issuance of a certified purchase order, (2) delivery of goods and/or services in compliance with this agreement and (3) the City's receipt of a correct invoice, which designates the specific applicable charges. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice in compliance with the discount terms of this contract.

#### Modifications

28. No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

### Contract Termination

29. If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

### Nonexclusive Remedies

30. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

### Survivorship

31. All goods provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

### Save Harmless

32. Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

### Severability

33. If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

### Assignment

34. This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City.

Authority to Bind

35. The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

**\*ANY ALTERATIONS, ADDITIONS, OR DELETIONS OF ABOVE LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL AND REQUIRE ADDITIONAL CITY ATTORNEY REVIEW.\***



## **Amendment No. 1 to Fiber Location Specifications**

The following terms are added to RFQ016458 Fiber Location Specifications contract and are part of the entire agreement:

“Section 3.3.3.4 Right of Cancellation: If at any time during the term of the contract the supplier's total request(s) for a price increase(s) are greater than fifteen percent (15%), the City of Columbus may cancel this agreement with thirty (30) days written notification.”

Shall be amended to the following,

Section 3.3.3.4 Right of Cancellation: If at any time during the term of the contract the supplier's total request(s) for a price increase(s) are greater than fifteen percent (15%), *either party may cancel this agreement with One Hundred Twenty (120) days written notification.*

The following clauses are added to this agreement:

- A. Save Harmless/Indemnification: Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.
- B. Survivorship: All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.
- C. Force Majeure: Neither party shall be liable for a delay in its performance or failure to perform any of its obligation under this Contract to the extent such delay is due to causes beyond the control of that party and is without its fault or negligence, including, but not limited to, acts of God, labor disputes, governmental requests, regulations or orders, utility or communications failure, delays in transportation, national emergency, war, civil commotion or disturbance, war conditions, fires, floods, storms, earthquakes, tidal waves, failure or delay in receiving electronic data, equipment or systems failure or communication failures.
- D. Written Purchase Order: Written Purchase orders may be established for services offered under the terms of this contract. Invoice payments are processed within thirty (30) days of receipt.
- E. Acceptance of Option 2 from the Contractor's offer.

The remainder of the contract is unchanged.

## INFORMATION FOR OFFERORS (BVP)

### SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Offerors (BVP)", shall take precedence over any provisions in "Information for Offerors (BVP)" to the extent inconsistent.

### PERSONAL EXAMINATION

Offerors are required to satisfy themselves by personal examination of the proposed contract documents and investigation of the conditions at the site of the work in order that they may be fully informed of the contract requirements, the conditions existing, and the difficulties likely to be encountered in the execution of the work.

### SUBMISSION OF RESPONSE

Refer to the "Proposal Information" section of the Specifications for instructions for submission.

All proposals and other material submitted in response to this Best Value Procurement (BVP) become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror's expense.

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

### ACCEPTANCE AND REJECTION

This response submitted by the offeror to the City of Columbus will be accepted or rejected within a period of 180 days from due date. The City reserves the right to waive technicalities, and to cancel and renew the request on the required service or products. If more than one service or product, prices shall be quoted on the services or products requested. However, each service or product may be considered a separate offer and the City reserves the right to award a contract on each service separately or on all services and products as a whole or any combination thereof. Offerors whose proposal is made on an "All or None" basis must clearly state such fact in their written responses.

Each invitation for Bids, Best Value Purchase, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

### WITHDRAWAL OF RESPONSE PROPOSALS

Offerors may withdraw their responses at any time prior to the time specified in the advertisement as the closing time for the receipt of responses. However, no offeror shall withdraw or cancel a proposal for a period of 180 calendar days after said advertised closing time for the receipt of the proposals.

### SIGNATURE REQUIRED

The responses must be signed in ink. If the offeror is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said response; if a partnership, indicate partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is NOT an officer or Member of the Company, an affidavit or a resolution of

the Board of Directors showing the authority of that person to bind the corporation must be furnished.

### DEFAULT PROVISION

In case of default by the offeror or the contractor, the City of Columbus may procure the products or services from other sources and hold the offeror or contractor responsible for any excess costs occasioned or incurred thereby.

### CONTRACT AND BOND

The offeror to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the contracting agent of the City, become irresponsible, then said agent shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said agent, within ten (10) days after notice. In default thereof the default provision herein shall apply.

### LIABILITY, INSURANCE, LICENSES AND PERMITS

**Where offerors are required to enter or go onto City of Columbus** property to deliver materials or perform work or services as a result of contract award, the offeror will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The offeror shall be liable for any damages or loss to the City occasioned by negligence of the offeror (or his agent) or any person the offeror has designated in the completion of his contract as a result of his response. Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

### TAXES

The City, being a municipality, is tax exempt and will provide appropriate artifact upon request. Federal and/or State Taxes are not to be included in prices quoted. The successful offeror will be furnished an exemption certificate if needed.

### PRICING

Offerors are to quote firm or fixed prices for the duration of any contract, which may be a result of the proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the cost, the **UNIT PRICE** quoted will govern.

### DELIVERY

Time will be of the essence for any orders placed as a result of this response. Purchaser reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

## **INFORMATION FOR OFFERORS (BVP) (Continued)**

### **CAMPAIGN CONTRIBUTIONS**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

### **QUALITY**

Unless otherwise stated by the offeror, the proposal will be considered as being in strict accordance with the specifications outlined in this BVP document.

### **SAMPLES**

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

### **CHANGES AND ADDENDA TO BVPDOCUMENTS**

Each change or addenda issued in relation to this document will be published on the City's Vendor portal no less than five (5) working days prior to the scheduled BVP due date. In addition, to the extent possible, a notice will be e-mailed to each person registered as having interest in the commodities selected for this BVP. Total BVP inquiry or specific item cancellations may be issued later than that time specified above.

### **REPUDIATION OF AGREEMENT**

The liability of the City for repudiation of any agreement which might result from this request shall be limited to the difference between the market price at the time and place for tender of the goods or services and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City. The liability of the city shall not be measured by the profits or overhead of seller.

### **CONTRACT MODIFICATION**

An agreement which may result from this request shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

### **APPLICABLE LAWS**

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

### **REMEDIES**

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

### **OFFERORS TERMS AND CONDITIONS**

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful offeror shall be notified as to which terms and conditions, if any, have been deleted or changed.

### **PUBLIC RECORDS REQUESTS**

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as

the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this BVP are considered public records and WILL be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

### **COSTS INCURRED FOR PROPOSAL SUBMISSIONS**

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any offeror prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

### **WITHDRAWAL OF PROPOSALS**

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

### **CITY IS TAX EXEMPT**

The City, being a municipality, is tax exempt and will provide appropriate certification upon written request.

**SAFETY REQUIREMENTS** Successful vendor shall at all times while performing duties, adhere to all rules of their particular industry, with regard to mandates by the Environmental Protection Agency (EPA) and/or Occupational Safety and Health Administration (OSHA), and any other regulation applicable to the circumstance.

## **INFORMATION FOR OFFERORS (BVP) (Continued)**

### **ADDITIONAL CONTRACT TERMS AND REQUIRED DOCUMENTS IN THE EVENT OF A CONTRACT**

**This section sets forth contract terms and the required contract documents that the successful offeror must execute following the award of the contract by the contracting authority.**

#### **PUBLICATIONS**

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

#### **TERMINATION FOR CONVENIENCE**

The City upon thirty days written notice may terminate this agreement at its convenience. The party providing goods or services shall be entitled compensation for goods provided or services rendered under the terms of this contract up to the date of notification of termination.

#### **TERMINATION FOR DEFAULT**

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be the sole discretion of the aggrieved party. If it determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

#### **APPLICABLE LAW, REMEDIES**

This agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

#### **ASSIGNMENT**

This agreement may not be assigned or otherwise transferred to others by the contractor without the prior written consent of the City.

#### **SAVE HARMLESS**

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors in providing goods or services under the terms and conditions of this contract.

### **SAVE HARMLESS DISCLOSURE OF PROPRIETARY INFORMATION**

The Contractor agrees to indemnify and hold harmless the City of Columbus, Ohio and their respective officials, employees and other agents and representatives, against loss, claim, liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys fees to the extent permitted; by law, which may be incurred in connection with, or in any manner of any damage or loss arising from disclosure of proprietary information.

#### **PROPRIETARY INFORMATION INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the City of Columbus, Ohio and their respective officials, employees and other agents and representatives, against loss, claim, liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys fees to the extent permitted; by law, which may be incurred in connection with, or in any manner of any damage or loss arising from disclosure of proprietary information.

#### **CONFIDENTIAL INFORMATION**

The director of the agency requesting proposals may choose to keep BVP information in confidence during the evaluation process and until the time a contract is executed. This information may include all proposal documentation, notes, including detailed prices, references, resumes, technical and cost information, etc. Thereafter, proposals and all submissions will become public information, as the City is subject to R.C. 149.43, the Public Records Act.

#### **CONTRACTOR'S PROPRIETARY INFORMATION**

Contractor acknowledges that the City is subject to chapter R.C.149.43, the State of Ohio Public Records Law. The City agrees to keep any information confidential except as otherwise required to be disclosed by law including but not limited to the contract.

#### **INDEPENDENT CONTRACTOR STATUS**

The Contractor shall perform its duties as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the City of Columbus. The Contractor shall pay when due all required employment taxes and income tax on any monies paid pursuant to the contract. Contractor shall acknowledge that the contractor and its employees are not entitled to unemployment insurance benefits unless the contractor or a third party provides such coverage and that the City does not apply for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth in the contract. Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.

(INFORMATION FOR OFFERORS continued next page)

## INFORMATION FOR OFFERORS (BVP) (Continued)

### IN THE EVENT OF A CONTRACT (continued)

#### PROTECTION OF CITY'S CONFIDENTIAL INFORMATION

The contractor shall acknowledge that some of the material and information which may come into its possession or knowledge in connection with the contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the City's services to individual clients, among other items, shall not be granted except as authorized by law or agency rule. The contractor shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the contract, to release it only to authorized employees or subcontractors requiring such information, and not to release or disclose it to any other party. The contractor shall agree to release such information or material only to subcontractors who have signed a written agreement expressly prohibiting disclosure. The contractor shall further agree to either destroy or return all such information at the end of the term of the contract.

This section does not impose any obligation on the contractor if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time it is furnished to the contractor; (3) furnished by the City to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

#### WITHHOLDING OF CITY INCOME TAX

Pursuant to Section 361.34 Columbus City Codes, 1959: "Said Contractor hereby further agrees to withhold all City income tax assessment due or payable under the provisions of Chapter 361, Columbus City Codes for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income tax assessments due under said chapters for services performed under this Contract."

#### WORKER'S COMPENSATION INSURANCE

The contractor shall take out and maintain, during the life of the contract, adequate worker's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The contractor shall furnish three (3) copies of the worker's compensation certificate showing that the contractor has paid his industrial insurance premium.

#### AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

#### PUBLIC LIABILITY INSURANCE

The contractor shall take out and maintain during the life of the contract, such public liability (bodily injury and property damage) Insurance as shall protect him from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City as named insured. The contractor shall maintain coverage of the types and in the amounts specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement with the City as named insured.

The amount of such insurance shall be as follows:

##### Bodily Injury Liability:

Each Person	\$1,000,000.00
Each Accident	1,000,000.00

##### Property Damage Liability:

Each Person	\$1,000,000.00
All Accidents	1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract.

Insurance may not be changed or cancelled unless the insured notifies the City in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance hereinabove described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the City and such loss or damages is caused by an act of the City or its employee which constitutes gross negligence or wanton misconduct

## EQUAL OPPORTUNITY CLAUSE

- (1) The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the ODI director for the sole purpose of verifying compliance with this Title and ODI regulations. All such materials provided to the ODI director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus CityCodes.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

**ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION  
NUMBER ISSUED BY THE OFFICE OF DIVERSITY AND INCLUSION.**

***To obtain a Contract Compliance number register at the City of Columbus Vendor  
Services website: <http://vendors.columbus.gov/sites/public>***

1. Login to the City of Columbus Vendor Services Site and register with the city of Columbus. Once that is completed and approved by the purchasing office, log back in and do the following:
2. Select **Questionnaires** from the Common menu located on the left navigation bar.
3. Next select EBO Quest. (this is the contract compliance application)
4. Question 1 will be displayed; Answer question 1 and select **Forward**.
5. Proceed through the questionnaire answering each question and selecting **Forward** to continue. Once you have reached and answered the last question select **End** to submit.
6. Then the questionnaire will be received by the ODI Office, reviewed and process within 2 business days or less. For additional questions regarding this process, contact the Office of Diversity Inclusion at 614-645-4764.

**City of Columbus Home Page: [www.columbus.gov](http://www.columbus.gov)**

**City of Columbus Department of Technology (DoT)**  
**Fiber Optic Cable Location Services**  
**Best Value Procurement**

**1.0      SCOPE AND CLASSIFICATION**

- 1.1      **Scope:**** The City of Columbus, Finance and Management, Purchasing Office on behalf of Department of Technology (DoT) is seeking Proposals in response to a Best Value Procurement (BVP) to enter into one or more Universal Term Contracts (indefinite quantity) to purchase fiber optic cable location services for the City of Columbus fiber optic network.
- 1.2      **Classification:**** The contract(s) resulting from the BVP will provide the City with fiber location services, as detailed herein.
- 1.3      **Specification Questions:**** Questions regarding this BVP must be submitted on the Bonfire portal by 12 noon September 24, 2020. Responses will be posted as asked, no later than September 30 at 11:00 am.
- 1.4** For additional information concerning this bid, including how to submit a proposal, is available on the Bonfire portal web site at <https://columbus.bonfirehub.com/projects>.
- 1.5** Best Value Procurement Model: The City of Columbus is using a Best Value Procurement in lieu of the Invitation to Bid model. The award(s) will not be made to the lowest, responsive, and responsible bidder. The contract will be awarded based upon: (1) the company's stability and history, (2) capacity and efficacy of the services for a large network, (3) total cost of the services to meet the operational needs of the City, and (4) past performance of the vendor as determined by customer satisfaction.
- 1.6** Background of City's Needs: Attached Exhibit #1a indicates approximately 1,000 miles of fiber optic cabling in various strand count quantities throughout the City. Any fiber acquired or constructed during the contract period will be covered by this contract. An Offeror must be able to initiate location services within a two (2) hour window. Additionally, the City will negotiate a Universal Term Contract with the successful vendor, or vendors. See Section 3.1.4 et al, for additional information.

**2.0      APPLICABLE STANDARDS AND PUBLICATIONS**

- 2.1** Nulca Competence Standards for utilities location services.
- 2.2** Common Ground Alliance (CGA) Best Practices to enhance safety and prevent damages to underground facilities.
- 2.3** Must meet or exceed all City, State, Federal safety guidelines and standards. All OSHA applicable guidelines and standards.

**3.0      SPECIFICATIONS**

**3.1      **General Information:****

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- 3.2 Term:** The proposed contract shall be for approximately three years, beginning upon contract execution. This will be negotiated with the finalist(s).
- 3.3 Contract Extension:** Subject to mutual agreement, the period covered by the ensuring contract, under the same terms and conditions stated therein can be extended for two (2) additional one year periods on a year by year basis at the same pricing structure.
- 3.3.1 Quantity Estimate:** The types and estimated quantities are for annual needs under this contract. These are for bidding purposes only. These estimates is not to be construed as representing an actual order for any amount, or a guarantee that any amount will actually be purchased. The City estimates spending up to \$500,000 per year. The City reserves the right to purchase up to twice the estimated quantity.
- 3.3.2** Location services will encompass approximately 400 miles of aerial fiber, Exhibit #1a, and another 100 miles of coaxial/twisted pair outside plant wiring as defined in Exhibit #1b.
- 3.3.3** Cable locate service ticket volume is estimated at 18,000 tickets annually with 6,000 actual locates performed.
- 3.3.3.1 Pricing:** Bidders are to bid firm or fixed prices, FOB Destination, Freight Prepaid and Allowed. Unless otherwise stated all bids will be considered to contain the following escalator/de-escalator cause:
- 3.3.3.2 Escalator Clause:** No price adjustment shall be granted during the first nine (9) months duration of an awarded contract. Thereafter no more than two such increases may occur within any year of the contract. In the event the supplier receives a general price increase in the cost of the finished product contracted for, due to increase in the cost of raw materials, labor, freight, etc., upon giving thirty (30) days prior notice and proper documentation as proof, said increase in addition to the unit price quoted herein, may be permitted, subject to the sole discretion of the City of Columbus Finance and Management Director. In the event any such increase is granted, no price adjustment shall be permitted on orders received by supplier which are in process or filled but awaiting shipment prior to the increase. All price decreases inure to the benefit of the City of Columbus. The written notice and following documentation shall be sent to: [vendorservices@columbus.gov](mailto:vendorservices@columbus.gov)
- 3.3.3.3 Price Documentation:** The supplier shall submit the following documentation with each request for a price increase:
- 1) Copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the supplier and the corresponding increase; and
  - 2) Copies of correspondence sent by the supplier's supplier explaining the source of the increase in such areas of raw materials, freight, fuel or labor, etc.; and



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- 3) Copies of excerpts from business publications, market quotations or trade journals recognized as being representative of their particular trade or industry, that indicate a trend toward an increase in the current market for the commodities under the awarded contract.

3.3.3.4 **Right of Cancellation:** If at any time during the term of the contract the supplier's total request(s) for a price increase(s) are greater than fifteen percent (15%), the City of Columbus may cancel this agreement with thirty (30) days written notification.

**3.3.4 Universal Term Contract:** This proposal is bidder's offer to sell the services set forth in its proposal, under the terms and conditions of this proposal. Offeror is to take notice that the City makes no warranties or representations that the estimated quantity, or any quantity at all, will be ordered by the City even though Offeror's proposal is accepted by the City and a firm offer for sale executed.

**3.3.5** If Offeror's proposal is accepted by the City and the firm offer for sale is executed the bidder is to take further notice that no act, failure to act, or order placed by the City or by any official, employee or agent of the City shall constitute an order or contractually bind the City without the proper certificate by the City Auditor that funds sufficient for full payment due on any order are available. Each order placed under the firm offer for sale shall require execution of a purchase order. Therefore in consideration of one (\$1.00) dollar received by the awarded Offeror, said bidder shall offer to sell buyer, City of Columbus, who shall have the Contract Term to exercise this option to purchase, at the price and on the terms set forth in the negotiated agreement arising from this proposal.

The City shall not be precluded from buying similar or the same services from other suppliers. In the event of an overlap in the annual term of subsequent Universal Term Contracts, the City may purchase the desired service from either awarded contract at the City's sole discretion.

3.3.5.1 **Written Purchase Order:** Written Purchase orders may be established for various City Agencies referencing the terms of this contract and specifying delivery locations. Written Purchase Order(s) will represent a maximum obligation for the City of Columbus over a particular time period. The City may spend all, part or none of the funding noted on the Purchase Order. This Purchase Order shall not be construed as an actual order to manufacture ship or provide any items or services. Rather, written Purchase Order(s) enable properly authorized City agency personnel to make purchases on an "as needed" basis per this contract. Any number of written purchase orders may be used at the discretion of the City to increase or decrease available funds during the term of the agreement. At no time shall the maximum obligation of the City agency exceed the cumulative dollar amount of associated purchase orders. Any available funds balance not obligated by the City for accounts payable on items/work ordered on or prior to that date shall be cancelled after that date.

**3.3.6 Cooperative Agreement:** The city reserves the right to negotiate a cooperative

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purchasing agreement. The successful Offeror shall also supply all the services under the terms and conditions of the proposed contract to agencies officially sanctioned by the City in its cooperative purchasing effort, the Central Ohio Organization of Public Purchasers (COOPP). Any agency that is not subject to a City of Columbus purchase order must be invoiced directly by the Offeror. Those agencies participation may be subject to a credit approval by the Offeror, as the City of Columbus is in no way obligated to those agencies' financial commitments. The supplier shall be notified of any additional agencies sanctioned by the City of Columbus via a letter signed by the Finance and Management Director.

- 3.3.7 Non-disclosure:** The contractor agrees that no information will be disclosed to third parties or published in case studies, advertisements, white papers, customer testimonials, etc. without the written consent of the City.
- 3.4 BVP Overview:** The Offeror's response to this BVP should be a clear and concise description of the Offeror's capabilities and proposed service offerings. The BVP will be evaluated using (1) company's stability and history, (2) capacity and efficacy of the services for a large network, (3) cost of the services to meet the operational needs of the City, and (4) past performance of the equipment and vendor as determined by customer satisfaction.
- 3.4.1 Process Summary:** The City will appoint an evaluation committee to evaluate proposals received. The committee will evaluate all Offerors and proposals received and rank the Offerors based upon the evaluation criteria specified in the BVP. The committee may then select two (2) or more of the highest qualified Offerors with which to hold additional discussions. The discussions may include, but are not limited to, presentations by the Offerors to the committee to elaborate upon their qualifications, proposals, and/or other pertinent information. Based upon the content of the proposals received including any revisions thereto, and upon any additional discussions with the Offerors the committee shall rank the remaining Offerors based upon the evaluation criteria specified in the BVP. The committee shall submit its ranking of the Offerors along with a written explanation to the Finance and Management Director. The Finance and Management Director shall select the Offeror(s) with which to enter into contract negotiations. If negotiations fail, negotiations with these Offeror(s) shall be terminated, and the city agency may enter into contract negotiations with another.
- 3.4.2 BVP Sequence of Events:** The following BVP sequence of events represents the City's best estimate of the schedule that will be followed. Exact due dates and times for questions and answers (in Section 3.2.2.1) are noted in this document and will be published on Bonfire and in the City Bulletin:
- BVP Issued Month Day Year
  - Deadline for written questions: Month Day Year at 12 noon local time.
  - City response to questions: as asked, no later than four days after question deadline
  - BVP Due: approximately 13 days after question responses published Month Day
  - Notification of finalists: approximately 15-20 days after BVP received

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- Presentations to City (if needed): approximately 10-15 days after notifications sent
- Negotiations begin: approximately 5-10 days after presentations
- Contract completed: approximately 40 days after completed negotiations

3.4.2.1 **Specification Questions:** Questions regarding this BVP must be submitted on the Bonfire portal by 12 noon (local time) on September 24, 2020. Responses will be posted as questions are asked, but no later than 11:00 a.m. (local time) on September 30, 2020. Bidders whom have not registered and created a new user on the City's portal <http://vendors.columbus.gov/sites/public> are strongly encouraged to do so.

3.4.2.2 **Communications:** During the solicitation and evaluation process, Offerors are strictly prohibited from communicating with any City employees or officers regarding this solicitation except through the method stated immediately above during the Question and Answer period. Any communication from the vendor to the City after the Question and Answer period should be limited to only what is necessary. Necessary communication required by the City will be communicated clearly to Offerors. If any Offeror has a need to communicate with the City, the communication should come only to the Chair of the Committee. If a City employee attempts to communicate with an Offeror contrary to this provision, the Offeror shall report said incident to the Chair of the Committee. The Chair is Kathleen Haytas, Procurement Specialist, at [kahaytas@columbus.gov](mailto:kahaytas@columbus.gov) or 614-645-6796. A violation of this section on the part of the Offeror will lead to disqualification.

3.4.2.3 **Proposal Submittal Guidelines:** Submit per the instructions on the Bonfire portal.

**3.5 Evaluation Criteria:**

**3.6 Section One Company's Stability and History (25 points):** The Company's stability and history. Proposal should outline company's background and experience showing successful results in this service. Include a list of similar projects with cost, size, and description. A proven track record and expertise in similar projects is a major factor in selecting the Proposer for this project. Proposers should elaborate in detail on their unique capabilities and experience.

3.6.1.1 Offerors At a minimum, the following questions should be answered:

- How many years has your company been in business?
- Describe your year to year growth in the requested services. Please include added staff, equipment, facilities, and profits.
- How many years has your company offered the requested services?
- Where is your company located?
- How long have you been at this location?
- Where was your previous location, if any?

**3.6.2 Section Two Capacity and Efficacy of the services for a Large Network (25 points):** The quality and feasibility of the proposal to comply with the operational requirements outlined below. The City of Columbus requires routine cable locate

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services, to include labor, parts, materials and supplies, for the City of Columbus fiber optic network. Offeror must be able to initiate location services within a two (2) hour window.

- 3.6.3** This service may require work during the night time and weekend hours.
- 3.6.4** Advance Arrangements for Equipment: The Contractor will have advance arrangements in place to provide all equipment necessary to perform locate services.
- 3.6.5** Personnel: The Bidder must submit supplemental pages containing resumes of the primary staff that would be delivering service to the City. The information shall include current position with the Offeror, verifiable technical training, education and experience level on the specific fiber location services they will be expected to perform. Offeror will also be expected to supply the same documentation for any additional technician(s) assigned to the City's account during the terms of the contract (i.e., new hires, staff transfers to City account, subcontractors, etc.).

The quality of the services offered will be judged upon the ability of those services to perform in a manner consistent with the operational needs of the department. Please submit a full specification of the products offered.

At a minimum, the following questions should be answered:

- How often do you experience deficits with the offered services?
- What performance-monitoring systems are in place to determine the failure frequency and to ensure service quality?
- How do you differentiate your service quality from that of your competitors?
- What kind of research do you conduct to stay current with the latest developments in this field?
- What proportion of your revenue is dedicated to research and development?
- What are your best-selling services?
- Please explain any service enhancement, or unique qualities you offer customers?
- What is your company's training program for employees?
- Does your company provide any performance analysis for fiber networks? Please describe.
- How does your company provide any innovative services to optimize network performance?

- 3.6.5.1 Section Three Past Performance of the Equipment and Vendor as Determined by Customer Satisfaction (25 points):** The past performance of Offeror as reflected by client evaluations of the Offeror with respect to customer satisfaction. Offeror shall provide a brief history of its services to similar organizations and complexity. At a minimum, please answer the following questions.

- How long have you provided fiber network services?
- What clients and applications similar to the City of Columbus have you served?
- What is your repeat business rate for fiber networks?

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**Professional References:** The Offeror must provide professional references in the form of the Performance Questionnaire attached herein. A minimum of three (3) references are required. References should consist of projects of a similar scope, complexity, and cost. It is the full intent of the City to speak with multiple references in-depth about their experiences with your company and its services.

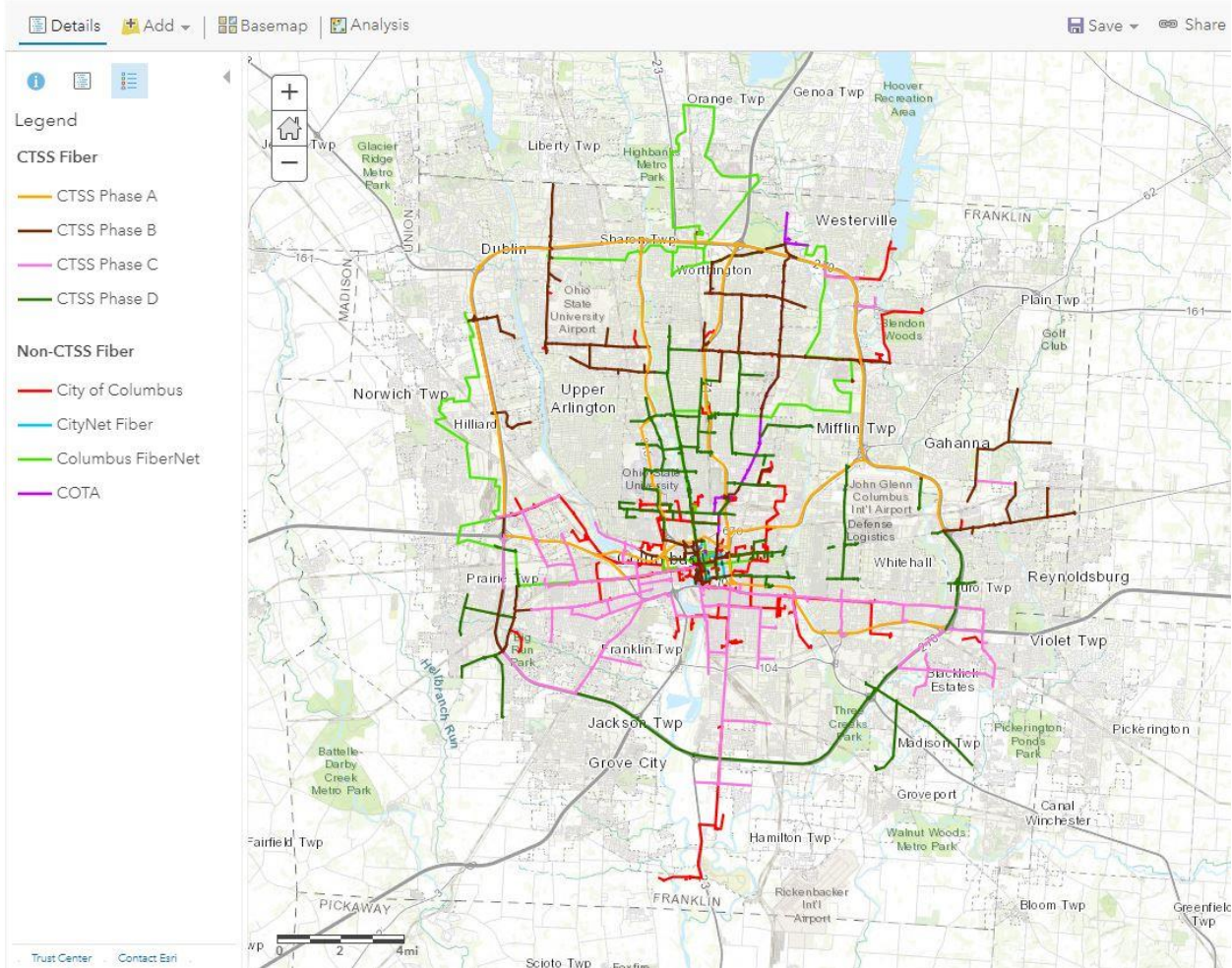
**3.6.5.2 Section Four Cost of the Services to Meet the Operational Needs of the City (25 points):** Offeror should present in a detailed manner all pricing for any services proposed as potential solutions for the City of Columbus. If Offeror wishes to offer multiple potential solutions, please clearly delineate which services are required to be purchased together. Pricing should be presented in the same manner as it will be invoiced. If Offeror wishes to offer a catalog of items, please provide the full catalog and the discount rates being offered. City will negotiate a contract with the selected Offeror for firm pricing on fiber location services.

**3.6.5.3 Environmentally Preferable Purchasing:** In evaluation of this bid pursuant to the City of Columbus Code (329.31 Environmentally Preferable Purchasing) preference shall be given to an environmentally preferable bidder. The bidder that will be considered environmentally preferred will have (but not be limited to) products or processes with one or more of the following certifications: Green Seal, ISO14001, Energy Star, SCS or other Eco-Friendly certification determined by the City as relevant.

# City of Columbus Department of Technology (DoT) Fiber Optic Cable Location Services Best Value Procurement

## Exhibit #1a: Fiber Service Area Map

Home ▾ Fiber Infrastructure - City of Columbus [🔗](#)

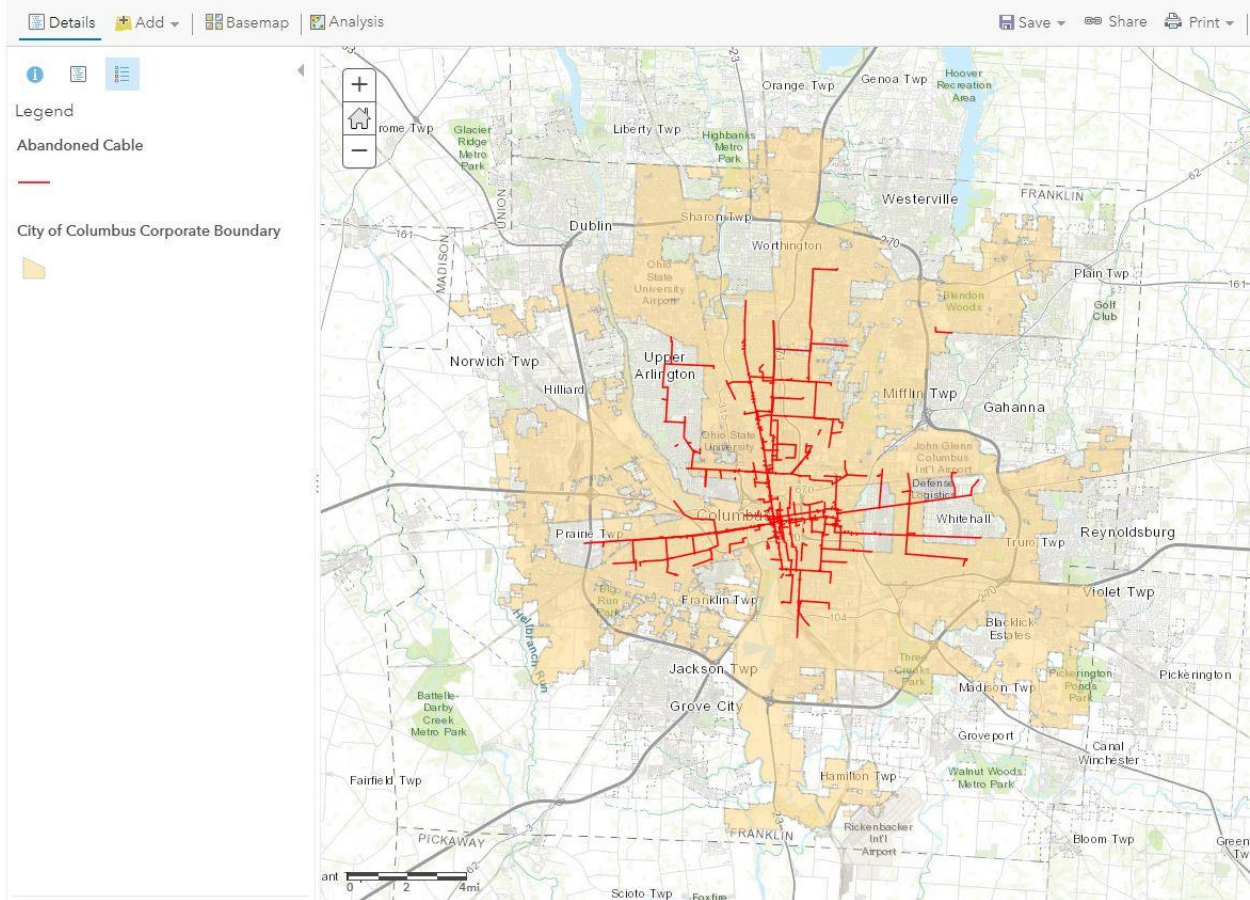




# City of Columbus Department of Technology (DoT) Fiber Optic Cable Location Services Best Value Procurement

## Exhibit #1b: Coaxial/twisted pair outside plant wiring

Home ▾ Abandoned Cable - City of Columbus [🔗](#)



PERFORMANCE QUESTIONNAIRE  
Fiber Location, Maintenance, and Restoration Services

To: \_\_\_\_\_  
(Name of person completing survey)

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Subject: Past Performance Survey of \_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Name of individuals)

City of Columbus (the City) is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the City in the selection of firms. The Offeror listed above identified you as someone for whom the Offeror either currently provides a service or for whom the Offeror has provided this service in the past. Please take a moment to tell us about this Offeror's performance. The City *may contact you to gather further information* about the Offeror.

HOW SATISFIED. Rate each of the criteria on a scale of 1 to 10, with a 10 representing highly satisfied and a 1 representing highly dissatisfied. Use a number in between to show different degrees of satisfaction. Please rate each of these criteria to the best of your knowledge. If you have no knowledge of past performance in a particular area, leave it blank.

NO.	CRITERIA	UNIT	YOUR SCORE
1.	Ability to meet customer expectations	(1-10)	
2.	Ability to financially perform in the best interest of the client and citizens	(1-10)	
3.	Ability to maintain schedules and meet	(1-10)	
4.	Ability to increase value	(1-10)	
5.	Quality of service	(1-10)	
6.	Ability to identify and minimize the users risk	(1-10)	
7.	Leadership ability (minimize the need of owner/client direction)	(1-10)	
8.	Your comfort level in hiring the firm/individual again based on performance	(1-10)	

\_\_\_\_\_  
Printed Name (of Evaluator)

\_\_\_\_\_  
Signature (of Evaluator)

Thank you for your time and effort in assisting us in this important endeavor. Please email survey back to \_\_\_\_\_  
(Vendor enter your e-mail here)



# *City of Columbus, OH*



## ***Request For Proposal***

### ***“Utility Locating & Marking Services”***

***October 20, 2020***

***Prepared By***

USIC Locating Services, LLC  
Edward Dubuc  
Business Development Manager  
608-335-8945





**RFP 3.6 - Some Information contained herein is to be considered Confidential**

## **SECTION ONE COMPANY'S STABILITY AND HISTORY (25 POINTS)**

**a. Proposal should outline company's background and experience showing successful results in this service.**

### USIC Background

Through our legacy company SM&P Utility Resources, USIC has been in the locating business for 42 years, (Incorporated 1978) and is one of the very 1<sup>st</sup> locating companies in the market.

In 2008, USIC Locating Services combined the two best brands in the utility locating industry, SM&P Utility Resources and Central Locating Services (CLS), to form the market leader in underground utilities locating and marking services and created what we now are named today, USIC Locating Services, LLC.

### Experience & Success

This is where we shine with over 42 years of service providing quality service to well over 1,200 customers throughout a 45-state footprint. During our 42+ year tenure providing service to our customers, we have learned our customers' needs and all the several factors of protecting several different type of buried asset utilities.

Our real success in using every ounce of information that we have collected in the 42 years along with the strong belief that the locating of utilities is always evolving, therefore we need to evolve with it and ensure our staff are always work in progress with training them daily with electronic reminders, etc. Simply put, we take Accountability for what we do.

Summary - We Listen to our Customers and our Field Technicians. We ensure that we have a high level of staff in the area to handle the heavy ticket load combined with we use all the information provided to make the necessary changes to ensure we are servicing our customers at the highest quality. We invest into team and technology to help create efficiencies and reduce cost of performing the utility locating. Some of these efficiencies are

- Auto Ticket Routing
- Created a robust Ticket Management and ability to account for 100% of the tickets
- Universal Photo Management System – USIC will take a photo of every locate and each of these photos will attach themselves to the OHI811 ticket number
- Auto Positive Response
- GIS Mapping auto upload

**b. Include a list of similar projects with cost, size, and description**

USIC has a very strong and proven track record in staffing areas to cover projects of this size and caliber. Our local Columbus team have been marking Fiber Optic fiber since the early 1990's and are currently marking Fiber Optic for several fortune 500 companies locally, along with various other fiber providers. A few companies we now service for contracts of this size and caliber are:

- AT&T – >\$1M, Providing telecommunication Fiber Optic and Coper twisted Pair Cable locating service throughout several states in the continental US
- CenturyLink – >\$1M, Providing telecommunication Fiber Optic and Coper twisted Pair Cable locating service throughout several states in the continental US
- City of Grandview Heights, OH – Entire City Water Locates
- The City of Dublin, OH – City Utility Locates
- American Electric Power (AEP) - >\$1M, Providing Electric Distribution Locating Services in several states throughout the US

**Summary** – USIC provides Fiber Optic locating services for several Fortune 500 telecommunication companies throughout a 45-state footprint. USIC employs over 9,000 staff throughout our entire footprint in the US and is staffed heavily in the City of Columbus area today.

**c. Proposers should elaborate in detail on their unique capabilities and experience.**

USIC offers world class experience in the utility locating as well as second to none, response times even in catastrophic times. USIC unique capability is that we have a long list of resources were we can pull from on a national level. In Ohio, USIC is already staffed with:

- 4 District Managers that manage an equal amount of field supervisors and ensure open communication is with our customers' needs and direction
- 30 Field Supervisors that manage the USIC field technicians
- Over 300 locate technicians throughout the state of Ohio
- In the Columbus District, USIC is currently staffed with:
  - 1 District Manager
  - 9 Field Supervisors
  - 129 Field Technicians during peak season

**1. Offerors At a minimum, the following questions should be answered:****a. How many years has your company been in business?**

USIC Answer: Through our legacy company SM&P Utility Resources, USIC has been in business for over 42 years



**b. Describe your year to year growth in the requested services. Please include added staff, equipment, facilities, and profits.**

USIC Answer: - In the City of Columbus area, USIC only growth opportunity at this time would be with the City of Columbus to add the Fiber and if possible, in the future to add the other city utilities. With every contract we add, we examine every aspect that it will take to properly perform the required work. This includes the equipment, staffing for the area. USIC now is very heavily staffed in the City of Columbus area where we will only need to add potentially Two additional Field Technicians.

**c. How many years has your company offered the requested services?**

USIC Answer: USIC has offered telecommunication locating services type of locating since inception off our company in 1979.

**d. Where is your company located?**

USIC Answer: *USIC has local and satellite offices throughout each state. Listed below will be USIC corporate office and Columbus local office.*

- Corporate – 9045 N. River Road, Suite 300, Indianapolis, IN 46240
- Local Regional Columbus Office - 5090 Nike Dr Suite A Hilliard Ohio, 43026
- USIC has all USIC Technicians to be remote dispatched from their homes. Therefore, this enables USIC to increase our response time to service our customers.

**e. How long have you been at this location?**

USIC Answer: 10 Years at this particular address office. USIC has provided service in the City of Columbus since 1990

**f. Where was your previous location, if any?**

USIC Answer: Prior office was located at: 2800 Harrison Rd Columbus Ohio, 43204

***Section Two on Following Page***

## SECTION TWO CAPACITY AND EFFICACY OF THE SERVICES FOR A LARGE NETWORK (25 POINTS)

The quality and feasibility of the proposal to comply with the operational requirements outlined below.

1. **The City of Columbus requires routine cable locate services, to include labor, parts, materials and supplies, for the City of Columbus fiber optic network. Offeror must be able to initiate location services within a two (2) hour window.**

**USIC Answer:** – USIC fully agrees to the city requirements of supplying labor, parts, materials and supplies, for locating services for the City of Columbus fiber optic network. This will include pain and customized marking flags that will identify the City of Columbus “Buried Fiber Optic” *\*\*This will not include the city’s subscription and ticket costs to the Ohio Utilities Protection Services.*

Regarding having the ability to initiate the locate within a 2-hour window. USIC is 100% committed to providing this requirement and is already set up to ensure this is in effect by having a 24/7/365 in-house dispatch that will immediately dispatch our technicians any time of the day and night combined with our technicians are already located and living throughout Columbus which enables USIC to properly meet this requirement. 2-hour windows are typically for emergency type locates; state standard locates are due in accordance with state One Call Law that requires to be completed within 48 business hours.

2. **This service may require work during the nighttime and weekend hours.**

**USIC Answer:** - This also falls within the 2-hour response requirement, USIC is already setup for after-hour (Nighttime work) and weekend hours. Therefore, USIC will 100% agree that the utility locating work will be taking place during nighttime and weekend hours, including holidays.

USIC actually has several locators on call 2/7/365. As mentioned before, USIC has a fully functional in-house dispatch that will receive any phone calls 24/7/365 along with dispatching any incoming emergency locate requests, 24/7/365. We understand the importance of this service and invest heavily to ensure our staff will be dispatched soon as possible to meet these times.

***NOTE, USIC believes to allow our technicians to work on weekends thus allowing them to work the overtime and weekends to ensure to stay on top of the heavy work loads when needed.***

3. **Advance Arrangements for Equipment: The Contractor will have advance arrangements in place to provide all equipment necessary to perform locate services.**

**USIC Answer:** - USIC is 100% staffed in Columbus and will be adding additional locating technicians to help service this work if awarded. Therefore, USIC already has on hand additional locating equipment, trucks, etc. for fully outfit our technicians to take on this additional work.

**a. Personnel: The Bidder must submit supplemental pages containing resumes of the primary staff that would be delivering service to the City. The information shall include:**

- a. Current position with the Offeror
- b. Verifiable technical training
- c. Education
- d. Experience level on the specific fiber location services they will be expected to perform.
- e. Offeror will also be expected to supply the same documentation for any additional technician(s) assigned to the City's account during the terms of the contract (i.e., new hires, staff transfers to City account, subcontractors, etc.).

USIC Answer: - Supplemental Overview resume attached for our team. We have included our upper management and information to our field supervisors. Since USIC has over 63+ technicians already assigned in the City of Columbus, USIC will provide the general training and qualifications information. Should USIC be awarded the work, USIC will provide all information of the locating staff that will be assigned to marking the city of Columbus Fiber Optic.

**NOTE: USIC Training / Hiring Process / Background Checks** – USIC has perfected the ability to train our staff. We take the time out to ensure our new hires and current staff are trained to the highest level. We consider training is always in work in progress since the utility world is always evolving. One of our biggest training aspects are for what we call High Profile Utilities that the #1 is Fiber Optic locating.

**Hiring Process** – USIC takes it very seriously when hiring new locating technicians since we will be placing our staff in and around the city in private locations. The process to hire a technician is very rigorous where we can ensure the highest quality staff is serving our customer's utilities.

**Background Checks** – Every USIC employee must undergo a background check where we can ensure our Customers that the staff we have been fully vetted to the best of our ability.

**The quality of the services offered will be judged upon the ability of those services to perform in a manner consistent with the operational needs of the department. Please submit a full specification of the products offered. At a minimum, the following questions should be answered:**

**1. How often do you experience deficits with the offered services?**

USIC Answer: - Although we don't take deficits lightly, we do use them to learn from and better train our staff from it happening again. We have software technology on our ticket management system that will notify our technician of any previous deficits in the area they are marking so to make them conscious of a potential problem and so that we don't repeat the deficits.

- USIC has a DPT rate of .03 or 1:26,602 for our fiber customers

## USIC COMPANY PERSONNEL ASSIGNED TO CITY OF COLUMBUS

### Notice of Exclusion of Confidential Information from Public Access

At USIC, we know our customers take a valued interest in the staff that will be working on their plant. For this reason, we have provided an overview to show the experience of our technicians (Full contact information with phone number will be provided at time of contract),

**Please Note: USIC has several employees that reside in the City of Columbus, OH**

USIC Employee	Title	Years Locating	Qualifications
Rich Adams	Regional Director	25 Yrs.	Advanced Team Management Training. Financial Reporting. Safety Qualifications, Smith Driving School, etc.....
Joe Costell	District Manager (Lives in Grove City)	22 Yrs.	Gas OQ, Supervisor Training, District Manager Trained, Safety Qualifications, Smith Driving School, etc.....
Kyle Peyton	Claims Coordinator	10 Yrs.	Damage Investigator, Supervisor Training. Smith Driving School, Training, De-escalation training, reasonable suspicion, management development courses. Gas OQ, Certified
Z. Maynard	Supervisor	8 Yrs.	Certified Damage Investigator, Supervisor Training. Smith Driving School, Training, De-escalation training, reasonable suspicion, management development courses
17 Field Technicians	Level 1 to Master Technician's	1-22 Yrs.	OQ Certified, Locating Training, Smith Driving School, Training, Safety Qualifications,
Randy France	Supervisor	12 Yrs.	Gas OQ, Certified Damage Investigator, Supervisor Training. Smith Driving School, Training, De-escalation training, reasonable suspicion, management development courses
15 Field Technicians	Level 1 to Master Technician's	1-12 Yrs.	OQ Certified, Locating Training, Smith Driving School, Training, Safety Qualifications
Nicolas Boling	Field Supervisor	8 Yrs.	Certified Damage Investigator, Supervisor Training. Smith Driving School, Training, De-escalation training, reasonable suspicion, management development courses
14 Field Technicians	Level 1 to Master Technician's	1-5 Yrs.	OQ Certified, Locating Training, Smith Driving School, Training, Safety Qualifications
Chris Trowbridge	Field Supervisor	5 Yrs.	Certified Damage Investigator, Supervisor Training. Smith Driving School, Training, De-escalation training, reasonable suspicion, management development courses
17 Field Technicians	Level 1 to Master Technician's	1-16 Yrs.	OQ Certified, Locating Training, Smith Driving School, Training, Safety Qualifications

## 2. What performance-monitoring systems are in place to determine the failure frequency and to ensure service quality?

*USIC Answer:* - Through 42 years of providing locating services to 100's of different utility companies, USIC has gathered several data points and created technology that will measure the level of risk for each locate request received by the State One Call. We call this technology "TRA" (Ticket Risk Assessment).

This system will use a reset algorithm that will review: Excavator, Work Type and other strategic factors to pull tickets that have a higher likelihood of experiencing a damage.

\*Excavator damage rates from historical data

\*Work Type damage frequency using historical data

## 3. How do you differentiate your service quality from that of your competitors?

*USIC Answer:* - We have several success factors throughout the industry. Our success is due to each of our local offices run their district as if they owned it yet have the ability of a large company that heavily invests into the technology and our staff to help prevent damages. We have found the success factors that stand us out from other locating vendors are:

- a. USIC has management staff that is open contact with each of our customers.
- b. USIC Field Staff (Supervisors & Technicians) have a direct line to our Customer Operations staff in the event there is a question about the buried plant. This open communication will prevent a large percentage amount of damages.
- c. USIC already has an abundant amount of locating staff working throughout the territory.
- d. Due to USIC company size and over 9,000 locating technicians' company wide, USIC will have ability to quickly move abundant resources incase needed.
- e. USIC tries to create a career path for every technician and management. We do this so to create a strong tenure in the field. USIC now has several technicians in the City of Columbus that have 20+ years locating experience.
- f. USIC collects several data points that no other locating company does. We use this subject matter to help prepare our team in the field to expect the unexpected. To better armor our technicians with the tools to protect our customer utilities at all costs.

## 4. What kind of research do you conduct to stay current with the latest developments in this field?

*USIC Answer:* - Per our previous answers, USIC main position is to always have our fingers on the pulse of all developments in the field so there are no surprises. We stay current by personally meeting with customers, contractors, and other utility companies, etc. Listening to our field staff combined with our robust in-house ticket management system, TicketPro, also pulls data from every ticket we receive so that we can identify what is trending, etc.



## 5. What proportion of your revenue is dedicated to research and development?

USIC Answer: - We can confidently say that USIC leads the locating industry in investing into research and development. We invest Millions year over year into the Research & Development of updated services. To support this claim, we have dedicated staffed departments to do the very thing. USIC has developed:

- An in-house robust Ticket Management System we call TicektPro, this system accounts for over 70 Million locates per year. Talks directly with the One Call systems so to provide an auto Positive Response. Collects risk data points and provides high risk notifications to our field technicians. Much More.
- Universal Photo Management System – Our Technicians will photograph 100% of the locates they perform. These photos will attach to the ticket number and stored in our database for several years. This setup will marry our two systems together.
- USIC “Real-Time” - Customer Portal – We provide all of our customers direct access into our database so to see 100% of the tickets on a user-friendly platform. See all the photos, actual ticket, locator notes and more.
- Other Utility Services – USIC is always looking other utility services we can provide our customers – Services such as GPR, Vacuum Excavation, Cross Bore Mitigation, GIS Mapping, etc.

## 6. What are your best-selling services?

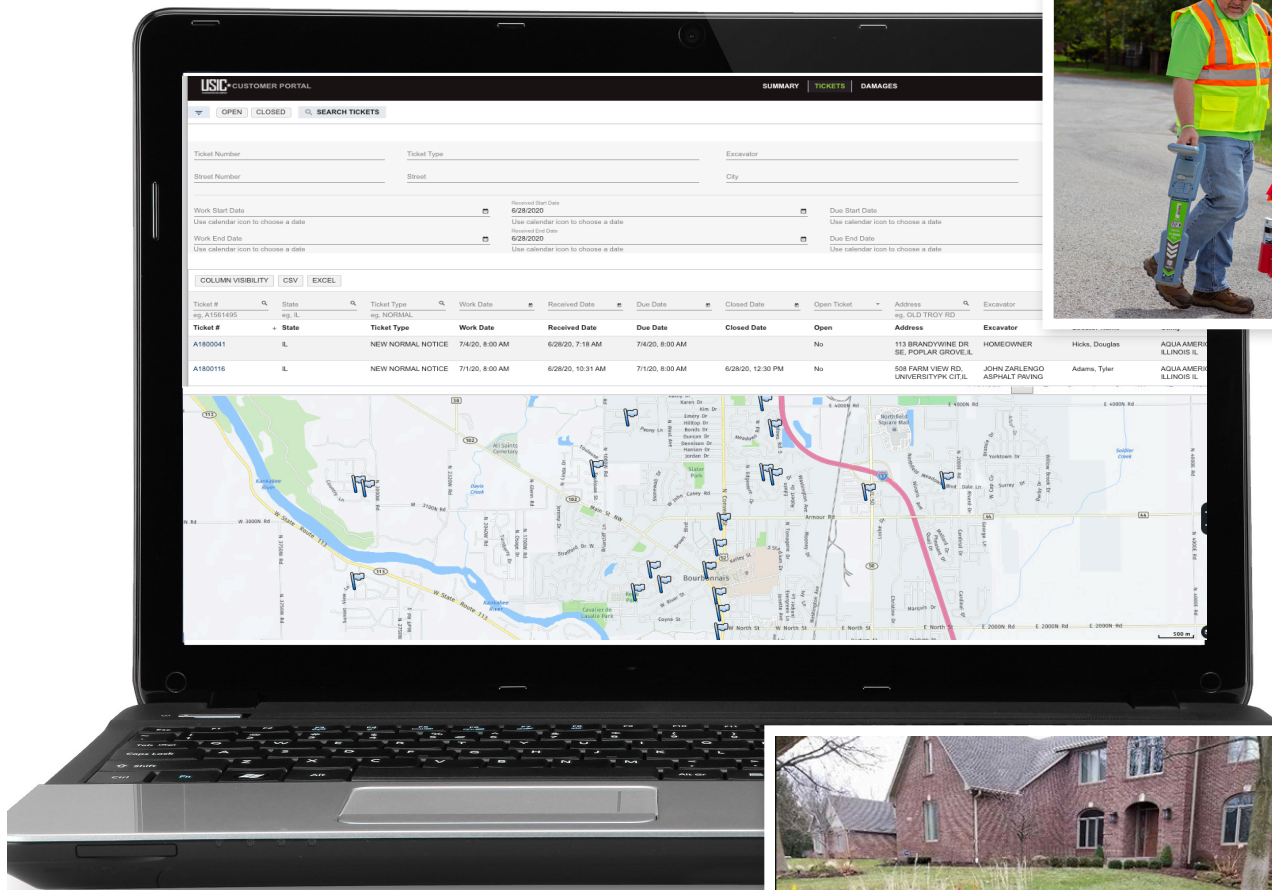
USIC Answer: - USIC’s Best Selling Services is our core business – Utility Locating Services. As mentioned above, we do offer several different services, but USIC’s specialty is 100% Utility Locating Services. We would be open to discussing with the city any other services we provide that they might be interested in.

## 7. Please explain any service enhancement, or unique qualities you offer customers?

USIC Answer: - USIC provided our customers additional added values for Free that no other locating vendor has at the quality level USIC provides. These enhancements are

- a. **USIC Provides Several Unique Qualities** – We are always working on dividing what separates USIC for other vendors. We will look at adding additional features as we develop added features for our customers. This too is always in progress. Below are a few features we have developed to keep this separation to show our customers we have their best interest in mind with providing them the ability to be transparent to them. We want our customer to audit us, we want their input. This enables us to become better at what we do and can have full understanding of our customer’s needs.
- b. **Real Time Customer Portal** – This web based portal enables our customers the ability to audit our work and or manage us if needed. Your team will be able to see everything USIC does including: Photos, Locator Notes, Response Times, Locator & Supervisor Name, and more. Please see Customer Portal Brochure.

# DAMAGE PREVENTION CUSTOMER PORTAL



Looking for a status on a ticket? Do you need to see post locate photos? Need to see what tickets have been completed and generate a report? All of your information is just a click away.



## ALL OF YOUR INFORMATION IS JUST A FEW CLICKS AWAY

USIC, leader in Damage Prevention also delivers world class technology to help our customers interact with their data. The USIC Customer Portal is designed to give customers access to ticket information anytime they need it – on their desktops and mobile devices. Our Portal technology lets you view and search for tickets in few easy steps.

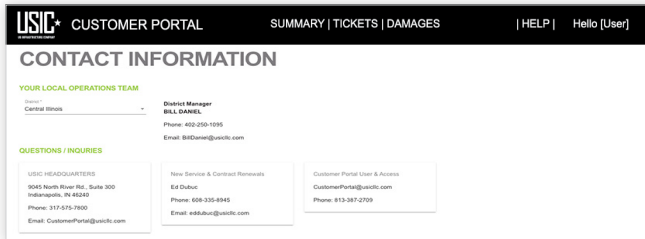


### USIC Works for YOU

USIC works for YOU. From local infrastructure to national networks, we protect underground utilities across the country - keeping you connected to your customers and keeping the public safe. Your communities are our communities. Our mission is to deliver quality, efficient, safe, and innovative solutions to protect our partner's infrastructure and critical assets.



USIC'S CUSTOMER PORTAL TECHNOLOGY LETS YOU SEARCH, REVIEW, VIEW POST LOCATE PHOTOS & DOCUMENTATION, & LETS YOU DOWNLOAD TICKET INFORMATION IN A FEW EASY STEPS.



**CONTACT INFORMATION**

**YOUR LOCAL OPERATIONS TEAM**

District Manager  
**BILL DANIEL**  
Phone: 402-350-1055  
Email: BillDaniel@usicllc.com

**QUESTIONS / INQUIRIES**

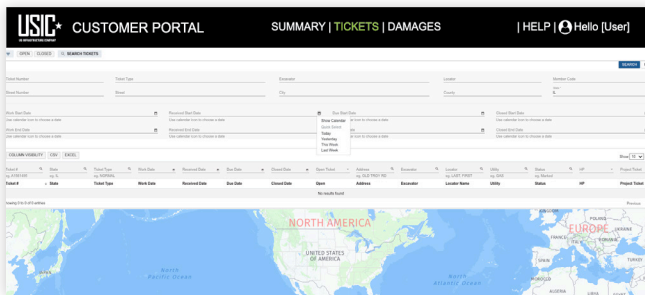
USIC HEADQUARTERS  
9045 North River Rd., Suite 300  
Indianapolis, IN 46240  
Phone: 317.575.7800  
Email: CustomerPortal@usicllc.com

New Service & Contract Renewals  
Ed Dubiel  
Phone: 608-335-8945  
Email: edubiel@usicllc.com

Customer Portal User & Access  
CustomerPortal@usicllc.com  
Phone: 813-387-2709

## USIC CONTACTS

- Provides quick reference to your USIC Operational & Corporate Contacts
- USIC Dispatch available 24/7, 365 days. USIC is always ready to take your call



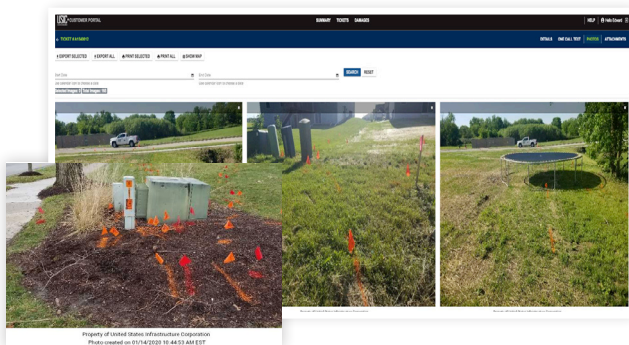
**TICKET DETAILS SEARCH FUNCTIONALITY**

Search for tickets by: Work Date, Received Date or Closed Start End Date

Ability to Query Tickets by: City, County, State, Excavator, Work Type and more

## TICKET DETAILS SEARCH FUNCTIONALITY

- Search for tickets by: Work Date, Received Date or Closed Start End Date
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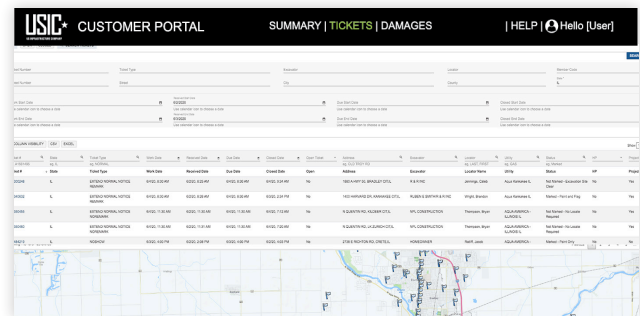
## TICKET POST LOCATE PHOTOS

- Displays thumbnail of all photos associated with ticket
- Each photo can be viewed in larger format with secure database date and time stamp
- All photos and information are exportable



## TICKET SUMMARY

- Quickly identify number of all open tickets and tickets closed in past 7 days
- Annual ticket receipt summary to show high and low months throughout the year



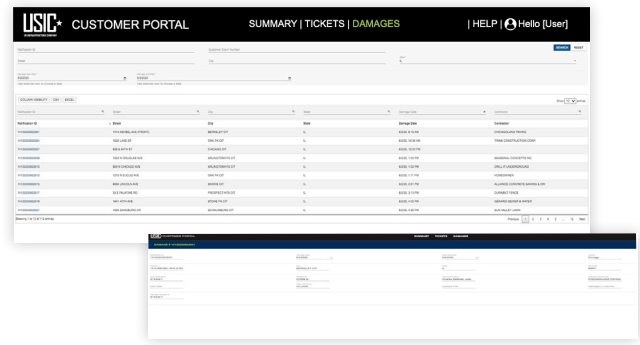
**TICKET SEARCH RESULTS**

High Level Quick View of detailed information up to 100 tickets per page

Interactive map shows flag and ticket information of exactly where the work is being performed

## TICKET SEARCH RESULTS

- High Level Quick View of detailed information up to 100 tickets per page
- Interactive map shows flag and ticket information of exactly where the work is being performed



**DAMAGE NOTIFICATIONS**

You can view these tickets within the Damage Notifications section

"Damage Info" tab will appear with multiple tabs to choose from

## DAMAGE NOTIFICATIONS

- You can view these tickets within the Damage Notifications section
- "Damage Info" tab will appear with multiple tabs to choose from

*If you have questions or need access to USIC's Customer Portal, email: [CustomerPortal@USICLLC.com](mailto:CustomerPortal@USICLLC.com)*



**SAVE TIME & MONEY RIGHT FROM THE FIELD**  
TO FIND OUT MORE, VISIT:  
[USICLLC.COM/TECHNOLOGY](http://USICLLC.COM/TECHNOLOGY)



- c. **DigCheck App** – USIC has developed an app that our customers can provide to their team and other contractors. The app will provide all the information to the status of the utility locate. They will quickly identify if the locate was completed prior to sending their crews out to perform the work. *Please see USIC DigCheck App Brochure.*

## 8. What is your company’s training program for employees?

Again, this is where USIC really Shines above and beyond any other locating vendor. Our training platform is the best in the market hence why our locating technicians are sought after by so many. From the point we bring on a new teammate, we are always in training mode. Our five-step training process, which occurs in the designated service area, conducted by Certified Trainers, consists of the following:

(1) In Class Training - All USIC Locate Technicians receive a minimum 40 hours of classroom training based on utility density. Trainees learn about USIC, our company culture, expectations, and the skills needed to be an efficient USIC Locate Technician.

(2) On the Job Training - Following in-class training, Trainees enter a structured OJT program. Trainees are paired with experienced Locate Technicians and work in the areas where they will operate. Working with their coach, they will perfect their skills and learn techniques based on industry wide best practices and the most up-to-date field techniques to protect infrastructure and the public.

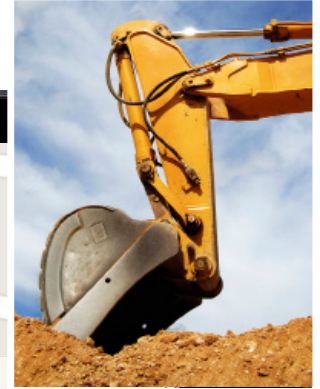
(3) Certification Process - All Trainees must complete a comprehensive field certification verifying field proficiency. USIC selects and trains acceptance certifiers from our most knowledgeable and highly skilled technicians.

(4) Qualified Technician - USIC Locate Technicians are specifically trained to meet our customer needs. This includes specialized, utility-specific training, developed in partnership with USIC customers and Operator Qualifications, where required.

(5) Continuing Education - All USIC Locate Technicians will receive annual and ongoing training to build their knowledge and skills. The USIC Institute provides hundreds of hours of ongoing learning available at any time to our employees. Our 3 Core Programs of Safety includes the “Why”, “How”, and “What”: Why: Locate Zero - Locate Zero is the foundation of our EHS Program; the WHY behind what we do. It is through Locate Zero that we can communicate why safety is important throughout our organization and bring to life what each employee values to make it personal for them. Locate Zero goes far beyond just being safe. It places an importance on why we choose to be safe for ourselves, our fellow coworkers, the public and the communities in which we live and work in. How: A3 Program - The A3 Program explains how we do what we do to achieve World Class Safety. This simple 3-step cognitive based process of Assess, Analyze and Act directly impacts and engages employees in hazard recognition/mitigation techniques and internalizes their own personal values as they approach their daily work tasks. What: F.L.A.G. - F.L.A.G. is one example of a tool our employees use, representing the WHAT in our safety culture. F.L.A.G. is a safety program designed to address the four major types of incidents our employees experience and the proper techniques to help mitigate these common hazards. (Footing, Line of Fire, Alignment, and Get Your Eyes on The Path).



# DAMAGE PREVENTION DIGCHECK: EXCAVATORS



**Dashboard**

19-Jul (Tue)

**Log Out**

Excavator  
BAYSIDE TECHNOLOGIES INC  
Open Date  
17 Jun 2016 — 18 Jul 2016

Category	Count
All	42
Normal	0
Emergency	0
Project	42

**Tickets** | Map | Satellite

**Color Codes**

- White**  
Proposed excavation
- Pink**  
Temporary survey markings
- Red**  
Electric power lines, cables, conduit and lighting cables
- Yellow**  
Gas, oil, steam, petroleum, or gaseous materials
- Orange**  
Communication, alarm or signal lines, cables, or conduit
- Blue**  
Potable water
- Purple**  
Reclaimed water, irrigation, and slurry lines
- Green**  
Sewers and drain lines

**DigCheck PRO**  
Powered by USIC

DigCheck Pro was created to give excavators the ability to access and view all their ticket information, any-time and anywhere.

## SAVE TIME & MONEY RIGHT FROM THE FIELD

DigCheck is intended to give excavators the ability to access their One Call ticket information from the field by providing both high-level and detailed information for each ticket. Information includes locator notes, post locate photos/videos, utilities located and completion times. Available for iOS and Android devices.

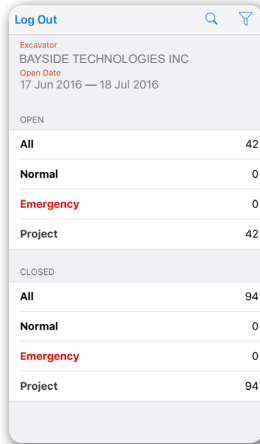


### USIC Works for YOU

USIC works for YOU. From local infrastructure to national networks, we protect underground utilities across the country - keeping you connected to your customers and keeping the public safe. Your communities are our communities. Our mission is to deliver quality, efficient, safe, and innovative solutions to protect our partner's infrastructure and critical assets.

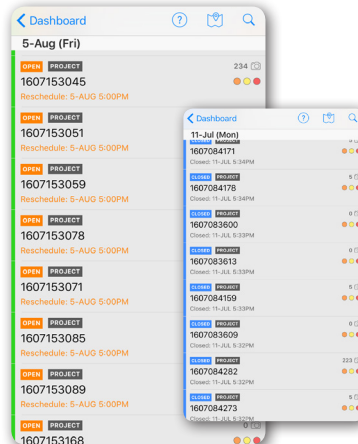


DIGCHECK IS DESIGNED AROUND THE ABILITY TO ACCESS AND FIND YOUR MOST CRITICAL INFORMATION WITH EASE: Whether you are on your smart-phone or tablet, the user interface is easy to use, and the search functionality gives you the ability to filter the information so you can view just the date your looking for.



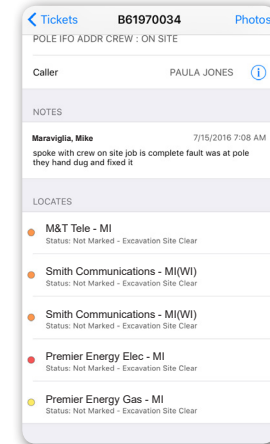
#### EXCAVATOR SUMMARY:

- Provides high-level information about customers tickets
- Tickets are broadly separated between open/closed and are further subdivided based on their special status (i.e., emergency or project ticket)



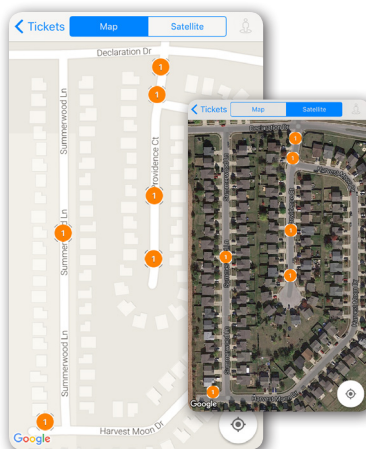
#### OPEN TICKET LIST:

- You can view your full list of open and closed tickets
- To view detailed information on any ticket, just click on the ticket number
- Universal ticket search functionality: Ability to only view tickets in your area (by city or state)



#### TICKET DETAIL:

- Click-able map of where the ticket was performed
- Shows status, important dates, ticket length and address
- Locator name and contact information
- Notes section for any special information
- Color coded locates with status for each



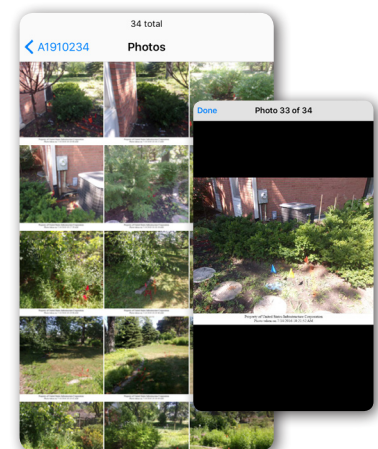
#### TICKET MAP DETAIL:

- You can view the map in normal or satellite view
- Zoom the screen to view the various ticket locations in more detail
- Helps excavators view where their tickets are in an easy and efficient manner



#### TICKET MAP DETAIL:

- Street View Integration
- Tap the orange circle to view the ticket location through street view
- Helps your excavation team see the layout of the locations prior to getting on the jobsite



#### POST LOCATE PHOTOS:

- All post locate photos/videos available
- High resolutions photos allow you to zoom in for additional details

For more information, or to set up a DigCheck account for your company please email: [DigCheck@usicllc.com](mailto:DigCheck@usicllc.com)

**9. Does your company provide any performance analysis for fiber networks? Please describe.**

USIC Answer: - Yes, as Identified earlier, USIC tracks all of our performance even broken down by utility type. USIC is now running a DPT rate of .03 or 1:26,602 for our fiber customers in the City of Columbus. Please understand that these analytics are based on a Fiber to the Home type of locating. The city's fiber is a different type of fiber since it is a straight-line fiber and a high clear ratio where the fiber will not be in conflict with over 60% of the tickets thus reducing the potential risk of the fiber being damaged. The likely hood of the City fiber being damaged due to USCI locator error is very low to nonexistent due to the type of fiber this is. We would be willing to discuss further with your team to better explain.

**10. How does your company provide any innovative services to optimize network performance?**

USIC Answer: - Yes, USIC is very diversified with providing several other utility services such as GIS mapping, Vacuum Excavation, Ground Penetrating Radar, Meter Reading, cross bore mitigation., etc.

As for the utility locating innovative services, optimize network performance, yes, we implement these services as they are developed. We work hard to create efficiencies to that we can save money and roll these savings back to our customers. USIC now has created to ensure optimal performance of our technicians:

- a. Ticket Management system, GIS mapping Translore system, Billing System, Positive Response, USIC Truck GPS all tie together to help create efficiencies in the field. For instance:
- b. USIC Technician arrives on site to start ticket, this will activate:
  - GIS Translor Mapping and open the maps exactly where the technician's truck is sitting in the field – Saving time
  - Mapping will also tie into remote pad where the technician can take the utility maps with them. No need to run back and forth to truck to check
- c. Positive Response back to OH811 is automatic, no need for manual input. Photos auto loaded to Customer Portal.
- d. Auto Route Tickets to ensure we are using the best practices

***Section Three on Following Page***

### SECTION THREE PAST PERFORMANCE OF THE EQUIPMENT AND VENDOR AS DETERMINED BY CUSTOMER SATISFACTION (25 POINTS)

The past performance of Offeror as reflected by client evaluations of the Offeror with respect to customer satisfaction. Offeror shall provide a brief history of its services to similar organizations and complexity. At a minimum, please answer the following questions.

USIC Answer: - As mentioned previously, USIC services several fortune 500 Telecommunications, CATV, Gas Electric, Fiber, Municipalities, etc. companies throughout 45 states. USIC takes pride in the services we provide our customers and our customers will really the same.

#### How long have you provided fiber network services?

USIC Answer: - USIC started off 42 years ago providing telecommunications network services and has grown with these companies as fiber was introduced to the market and the copper telecommunications was being phased out. Therefore, USIC has been providing Fiber Network Locating Services since the inception of the fiber networks being installed

#### As What clients and applications similar to the City of Columbus have you served?

USIC Answer: - USIC services several accounts that mirror the City of Columbus, OH and accounts that cover the entire city for fiber.

○ AT&T - OH	○ Frontier – OH	○ Charter
○ WanRack – OH	○ City of Grandview Heights, OH	○ City of Dublin, OH
○ City of Green, OH	○ MediaCom, OH	○ MetroNet, OH

#### What is your repeat business rate for fiber networks?

USIC Answer: - USIC will renew 95% - 100% of existing business for our fiber networks. The variation could be result of loss due to bid.

**Professional References: The Offeror must provide professional references in the form of the Performance Questionnaire attached herein. A minimum of three (3) references are required. References should consist of projects of a similar scope, complexity, and cost. It is the full intent of the City to speak with multiple references in-depth about their experiences with your company and its services.**

USIC Answer: - For the city attached performance review reference, USIC must apologize for that it was envisioned when reviewing the bid that the performance review would be questions the city would be asking of our listed reference customers. Listed Below are references that are open in speaking with the city.



PERFORMANCE QUESTIONNAIRE  
Fiber Location, Maintenance, and Restoration Services

To: Sherrie Lynn  
(Name of person completing survey)

Phone: 913-601-7397 E-mail: sherrie.lynn@wanrack.com

Subject: Past Performance Survey of USIC Locating Services, LLC  
(Name of Company)

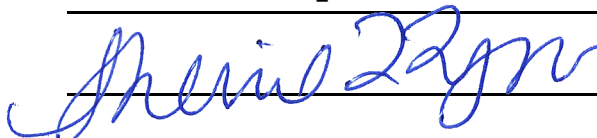
USIC Locating Services, LLC  
(Name of individuals)

City of Columbus (the City) is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the City in the selection of firms. The Offeror listed above identified you as someone for whom the Offeror either currently provides a service or for whom the Offeror has provided this service in the past. Please take a moment to tell us about this Offeror's performance. The City may contact you to gather further information about the Offeror.

HOW SATISFIED. Rate each of the criteria on a scale of 1 to 10, with a 10 representing highly satisfied and a 1 representing highly dissatisfied. Use a number in between to show different degrees of satisfaction. Please rate each of these criteria to the best of your knowledge. If you have no knowledge of past performance in a particular area, leave it blank.

NO.	CRITERIA	UNIT	YOUR SCORE
1.	Ability to meet customer expectations	(1-10)	10
2.	Ability to financially perform in the best interest of the client and citizens	(1-10)	10
3.	Ability to maintain schedules and meet	(1-10)	10
4.	Ability to increase value	(1-10)	10
5.	Quality of service	(1-10)	10
6.	Ability to identify and minimize the users risk	(1-10)	10
7.	Leadership ability (minimize the need of owner/client direction)	(1-10)	10
8.	Your comfort level in hiring the firm/individual again based on performance	(1-10)	10

Sherrie Lynn Printed Name (of Evaluator)

 Signature (of Evaluator)

Thank you for your time and effort in assisting us in this important endeavor. Please email survey back to Edwarddubuc@usicllc.com  
(Vendor enter your e-mail here)

## USIC CUSTOMER REFERENCES

At USIC, we know our customers are our lifeblood and we take great pride in establishing and maintaining strong customer relationships. We are driven to exceed customer expectations and ensure our customers achieve business success through partnership. As a prospective customer, you can rest assured knowing that USIC will do what it takes to keep you satisfied and will always act with professionalism and integrity. Let us show you why we are the best of the best in the industry.

The following is a list of customer references that would be happy to discuss our partnerships.

Customer	Name	Title	Email	Phone Number
AT&T	Briant Thomas	DP Manager	<a href="mailto:BT1865@att.com">BT1865@att.com</a>	231-409-7939
American Electric Power (AEP)	Debbie Harris	DP Manager	<a href="mailto:daharris@aep.com">daharris@aep.com</a>	614-883-7832
City of Grandview	Steve McKnight	Director of Public Works	<a href="mailto:SMcKnight@grandviewheights.org">SMcKnight@grandviewheights.org</a>	614-774-5474
City of Dublin	Mark Grady	General Manager	<a href="mailto:mgrady@dublin.oh.us">mgrady@dublin.oh.us</a>	507-288-4004
ExteNet Fiber Systems	Dominic Messina	Director of Field Operations	<a href="mailto:dmessina@extenetsystems.com">dmessina@extenetsystems.com</a>	630-245-1917
WANRack	Sherrie Lynn	Project Manager	<a href="mailto:sherrie.lynn@wanrack.com">sherrie.lynn@wanrack.com</a>	913-601-7397

**VIGILANT.  
QUALIFIED.  
EFFICIENT.  
SAFE.**

PROTECTING AND MAINTAINING  
YOUR INFRASTRUCTURE



## **SECTION FOUR COST OF THE SERVICES TO MEET THE OPERATIONAL NEEDS OF THE CITY (25 POINTS)**

Offeror should present in a detailed manner all pricing for any services proposed as potential solutions for the City of Columbus. If Offeror wishes to offer multiple potential solutions, please clearly delineate which services are required to be purchased together. Pricing should be presented in the same manner as it will be invoiced. If Offeror wishes to offer a catalog of items, please provide the full catalog and the discount rates being offered. City will negotiate a contract with the selected Offeror for firm pricing on fiber location services.

**Environmentally Preferable Purchasing:** In evaluation of this bid pursuant to the City of Columbus Code (329.31 Environmentally Preferable Purchasing) preference shall be given to an environmentally preferable bidder. The bidder that will be considered environmentally preferred will have (but not be limited to) products or processes with one or more of the following certifications: Green Seal, ISO14001, Energy Star, SCS or other Eco-Friendly certification determined by the City as relevant.

**Pricing Proposals on Next Page**

**OPTION 1 - PRICING PROPOSAL FOR CITY OF COLUMBUS*****Option 1 Pricing***

- |                              |                    |
|------------------------------|--------------------|
| • Per One Call Ticket        | \$17.00            |
| • Project                    | \$15.00 Per ¼ Hour |
| • Watch & Protect (Optional) | \$15.00 Per ¼ Hour |
| • Emergency Ticket           | \$40.00 Flat Fee   |

**NOTE:** USIC does not charge for any drive time

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**Pricing Definitions**

**Per One Call Ticket** – All tickets received from State One Call.

**Project** – If locating the City of Columbus utility exceeds sixty minutes, the ticket will then be billed the proposed per ¼ hour rate starting after sixty minutes.

**Watch & Protect** – *This is an optional service and Not Required.* If City of Columbus requests that a USIC technician to be onsite to ensure the protection if the utility during excavation, the fee will be billed per quarter hour once technician is on site and performing the Watch & Protect

**Emergencies** – This is for all emergency locate requests received in behalf of the city fiber. The fee is a flat fee and no other billing will be applied.

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In addition to saving money on locating expense, City of Columbus will experience the added value of using our Professional Damage Prevention Services.

**OUR VALUE PROPOSITION INCLUDES:**

- Post Locate Photos Taken and made available to the City
- Access to personalized “Real-Time Customer Portal”
- Access to USIC “DigCheck App”

**OPTION 2 - PRICING PROPOSAL FOR CITY OF COLUMBUS***Option 2 Pricing*

• Per Paintable Ticket	\$24.00
• Non-Paintable Ticket	\$6.00
• Project	\$15.00 Per ¼ Hour
• Watch & Protect (Optional)	\$15.00 Per ¼ Hour
• Emergency Tickets	\$40.00 Flat Fee

**NOTE:** USIC does not charge for any drive time

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*Pricing Definitions*

**Per Paintable Ticket** – Includes the physical locating, painting & flagging of the City of Columbus fiber utility. Each ticket granted 1 full hour of locating time.

**Non-Paintable Ticket** – If the City of Columbus utility is clear of excavation and the fiber utility path will not need painting or flagged.

**Project** – If locating the City of Columbus utility exceeds sixty minutes, the ticket will then be billed the proposed per ¼ hour rate starting after sixty minutes.

**Watch & Protect** – *This is an optional service and Not Required.* If City of Columbus requests that a USIC technician to be onsite to ensure the protection of the utility during excavation, the fee will be billed per quarter hour once technician is on site and performing the Watch & Protect

**Emergencies** – This is for all emergency locate requests received in behalf of the city fiber. The fee is a flat fee and no other billing will be applied.

**Restoration Cap** – In the event a damage was to occur where USIC is at fault, USIC will pay up to \$10,000 to repair the utility per incident.

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In addition to saving money on locating expense, City of Columbus will experience the added value of using our Professional Damage Prevention Services.

**OUR VALUE PROPOSITION INCLUDES:**

- Post Locate Photos Taken and made available to the City
- Access to personalized “Real-Time Customer Portal”
- Access to USIC “DigCheck App”



## USIC BID CONTRACT REQUEST TO NEGOTIATE

### USIC Bid Contract Negotiation Request

USIC understands that the city is bound to certain contract requirements that they can agree to. Therefore, we are “requesting” that the city take into consideration if awarded that we negotiate the following terms in the agreement.

1. In the agreement, there is no direction regarding the indemnity. In Section 17 –limit indemnity to the extent / proportion of our fault or negligence.
2. Section #27 Payment/Invoice – We cannot find the no actual payment terms such as how many days to be paid and what the “discount” the city is making reference to. We understand that the City will not be subject to any late payment charges, requesting for the city agree to 30 days payment terms after receipt of invoice.
3. Section #31 Survivorship - Implies that there is no end date – Requesting to limit the length of survivorship to 1-3 years.
4. Section #32 Save Harmless – Same as #17 request – Requesting to limit this to the extent / proportion of our fault or negligence?
5. Section #34 Assignment – Requesting that the assignment (new ownership) be by notice and not prior written consent.
6. We don’t find any Force Majeure language, requesting to negotiate including language to identify Force Majeure.
7. Requesting to negotiate a annual price escalator such as 3%. Open for discussion.
8. In the Termination for Convenience language, would like this to be extended to the locating vendor as well. Possibly setting it at 30, 60 or 90 days, depending on what the city feels comfortable with.

Should the City of Columbus have any questions regarding our proposal, please contact Edward Dubuc at 608-335-8945 or email at [Edwarddubuc@usicllc.com](mailto:Edwarddubuc@usicllc.com)

Respectfully,

*Edward Dubuc*

Edward Dubuc  
Business Development Manager

INFRASTRUCTURE: UNDERSTOOD



(608) 335-8945 mobile  
2632 Happy Valley Rd.  
Sun Prairie, WI 53590  
[USICLLC.com](http://USICLLC.com) | [BHUG.com](http://BHUG.com) | [ReconnUS.com](http://ReconnUS.com) | [OnTargetServices.com](http://OnTargetServices.com)

## **Formal – Principle Party Questions**

Please answer the questions below. List the name, address, email, and phone number for the individual filling out this form.

1. How many of your employees are in the City of Columbus?
2. If awarded this contract, how many more employees would you add within the City of Columbus?
3. Please list all principal parties (name and address) of this corporation: