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|---|--------------------------|------------------------------------|-----------------------|
| Purchase Order No. PO258181 | Revision No. 0 | Revision Date 02/05/2021 | Page 1 of 1 |
| This number must appear on all invoices, packages and shipping papers. | | | |

**PURCHASE ORDER
PO258181**

VENDOR (NUMBER: 017728)
Harris and Heavener Excavating Inc.
1612 Lancaster Avenue
Reynoldsburg, OH 43068
USA

ORDER DATE
02/05/2021

| | |
|------------------------|---|
| Payment Terms: | Net 30 Days |
| Delivery Terms: | FOB Destination, Freight Prepaid & Allowed |
| City Contact: | HAYTAS KATHLEEN B; kahaytas@columbus.gov, (614) 645-6796 |

| | | |
|--|------------------|---|
| SHIP TO 1111 East Broad St. Columbus, OH 43205 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 Maintenance UTC, all items and catalogue, in accordance with response to RFQ016487. Please see attached specifications. | 2/2/2021 | 1.00 | EA | \$ 1.00000 | \$ 1.00 |

| | | |
|-----------------|-----------|-------------|
| PO TOTAL | \$ | 1.00 |
|-----------------|-----------|-------------|

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 **Harris and Heavener Excavating, Inc.** "Contractor," Contractor hereby offers to sell to City of Columbus, "Buyer", who shall have until **December 31, 2023**, to exercise this option to purchase, at the price and on the terms set forth in the bid proposal which includes: Advertisement for Bids, (**RFQ016487**), Contract: Firm Offer for Sale and specifications set forth in **RFQ016487**, 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 **RFQ016487 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 Network Maintenance and Restoration Services UTC, RFQ016487**, 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 11th day of ~~JANUARY~~ 2021.

Harris and Heavener Excavating, Inc.

**City of Columbus, Ohio
Purchasing Office**



Steven J. Heavener
Signature

Joseph A. Lombardi by Roblyn Slaughter
Finance & Management Director,
as authorized by
Ordinance No. 0005-2021
Passed: 1/29/2021

Title President

31-1466823
Federal Identification Number

017728
Vendor Portal Account Number

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 BVP DOCUMENTS

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

**City of Columbus Department of Technology (DoT)
Fiber Network Maintenance, and Restoration 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 routine cable maintenance, and restoration services, to include labor, parts, materials and supplies, for the City of Columbus fiber optic network.
- 1.2 Classification:** The contracts resulting from the BVP will provide the City with fiber optic cable maintenance, and restoration 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 emergency fiber optic restoration services within a two (2) hour window, and maintain the network. 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** U.S. Department of Agriculture, Rural Electrification Administration Specification for Totally Filled Optical Fiber Cable, PE-90
- 2.2** EIA/TIA 455-A, Standard Test Procedure for Fiber Optic Fibers, Cables, Transducers, Sensors, Connecting and Terminating Devices, and other Fiber Optic Components
- 2.3** EIA/TIA-455-25A, Repeated Impact Testing of Fiber Optic Cables and Cable Assemblies
- 2.4** EIA-455 28B, Method for Measuring Dynamic Tensile Strength of Optical Fibers

**City of Columbus Department of Technology (DoT)
Fiber Network Maintenance, and Restoration Services
Best Value Procurement**

- 2.5 EIA-455-33A, Fiber Optic Cable Tensile Loading and Bending Test
- 2.6 EIA-455 34, Interconnection Device Insertion Loss Test
- 2.7 EIA-455-41, Compressive Loading Resistance of Fiber Optic Cables
- 2.8 EIA/TIA-455-81A, Compound Flow (Drip) Test for Filled Fiber Optic Cable
- 2.9 EIA/TIA-455-82B, Fluid Penetration Test for Fluid-Blocked Fiber Optic Cable
- 2.10 EIA-455 89A, Fiber Optic Cable Jacket Elongation and Tensile Strength
- 2.11 EIA-455 95, Absolute Optical Power Test for Optical Fibers and Cables
- 2.12 EIA-455-104, Fiber Optic Cable Cyclic Flexing Test
- 2.13 EIA/TIA-598, Color Coding of Fiber Optic Cables
- 2.14 EIA/ANSI-472 Generic Requirement for Optical Fiber and Optical Fiber Cables
- 2.15 ANSI/ICEA S-87-640
- 2.16 ANSI/TIA/EIA-526-7: OFSTP-7 Measurement of Optical Power Loss of Installed Single-mode Fiber Cable Plant.
- 2.17 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:

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.

**City of Columbus Department of Technology (DoT)
Fiber Network Maintenance, and Restoration Services
Best Value Procurement**

- 3.3.2** Routine maintenance 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.
- 3.3.2.1 Pricing:** Bidders are to bid firm or fixed prices, FOB Destination, Freight Prepaid and Allowed. All pricing must include manufacturer warranty. All manufacturer warranties will be passed on to the City of Columbus. Unless otherwise stated all bids will be considered to contain the following escalator/de-escalator cause:
- 3.3.2.2 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: City of Columbus Purchasing Office, 5th Floor, 77 N. Front St., Columbus, Ohio 43215.
- 3.3.2.3 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
 - 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.
- 3.3.2.4 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.
- 3.3.3 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.

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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.

- 3.3.3.1 **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.
- 3.3.4 **Cooperative Agreement:** The city reserves the right to negotiate a cooperative 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.
- 3.3.5 **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

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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 September 10, 2020
- Deadline for written questions: September 24, 2020 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
- Notification of finalists: approximately 15-20 days after BVP received
- 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

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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 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 maintenance, and fiber restoration services, to include labor, parts, materials and supplies, for the City of Columbus fiber optic network. Four (4) Hour Service Initiation: To facilitate prompt response and resolution of emergency fiber restoration incidents, Offeror must guarantee that any of the items listed herein can be deployed to a work site within four (4) hours of emergency service notification from the City.

3.6.3 This service may require work during the night time and weekend hours. Minimum Required Inventory: To facilitate prompt response to emergency repairs, Offeror must have available in inventory at least five-thousand (5,000) feet of single mode fiber each for strand counts of 24, 48, 144, and 288. In addition, available inventory must include at least four (4) fiber optic splice enclosures, seventy-two (72) 36 count splice trays, and two-thousand (2,000) fusion splice sleeves.

3.6.4 Advance Arrangements for Equipment: The Contractor will have advance arrangements in place to provide, if needed, heavy construction equipment such as

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backhoes, trenchers, boring equipment, etc. as necessary.

- 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 restoration service(s) 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 have the attached Performance Evaluation completed by your professional references.

Professional References: The Offeror must provide professional references. A minimum of three (3) references are required. References should consist of projects of a similar scope, complexity, and cost. Please include the name of the individual, the name and location of entity, an e-mail address and a phone number. For each reference, indicate if your company installed the network or, only maintained the network. It is the full intent of the City to speak with multiple references in-depth about their experiences with your company and its services. Offerors should contact references with the following questions. Please include in your response the answers from the references to the following questions:

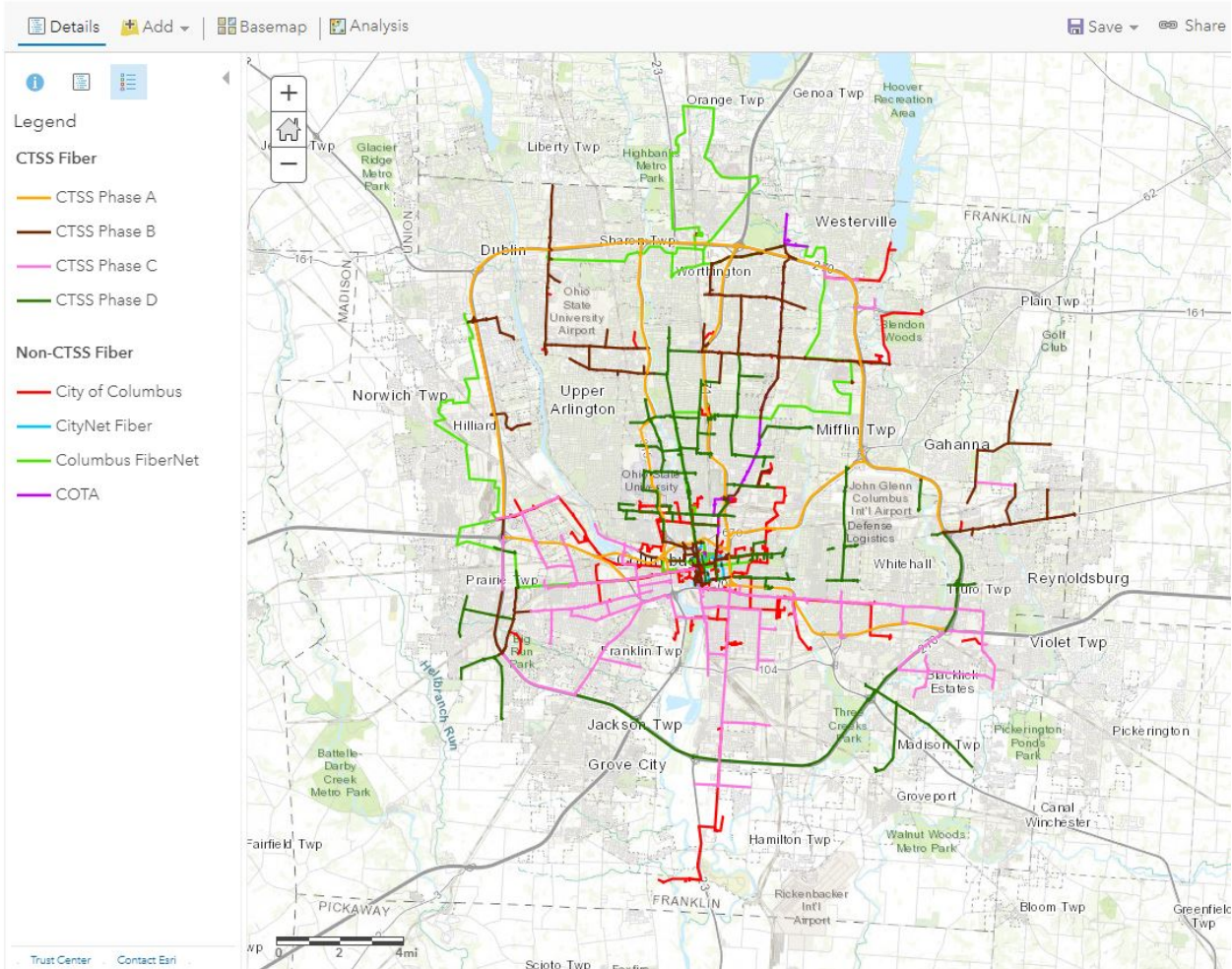
**City of Columbus Department of Technology (DoT)
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- 3.6.5.2 **Section Four Cost of the Services to Meet the Operational Needs of the City (25 points):** Offeror should present in a detailed manner all pricing for any services proposed as potential solutions for the City of Columbus. This is to include replacement or repair of original network components. 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, maintenance, and repair costs.
- 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.

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Exhibit #1a: Fiber Service Area Map

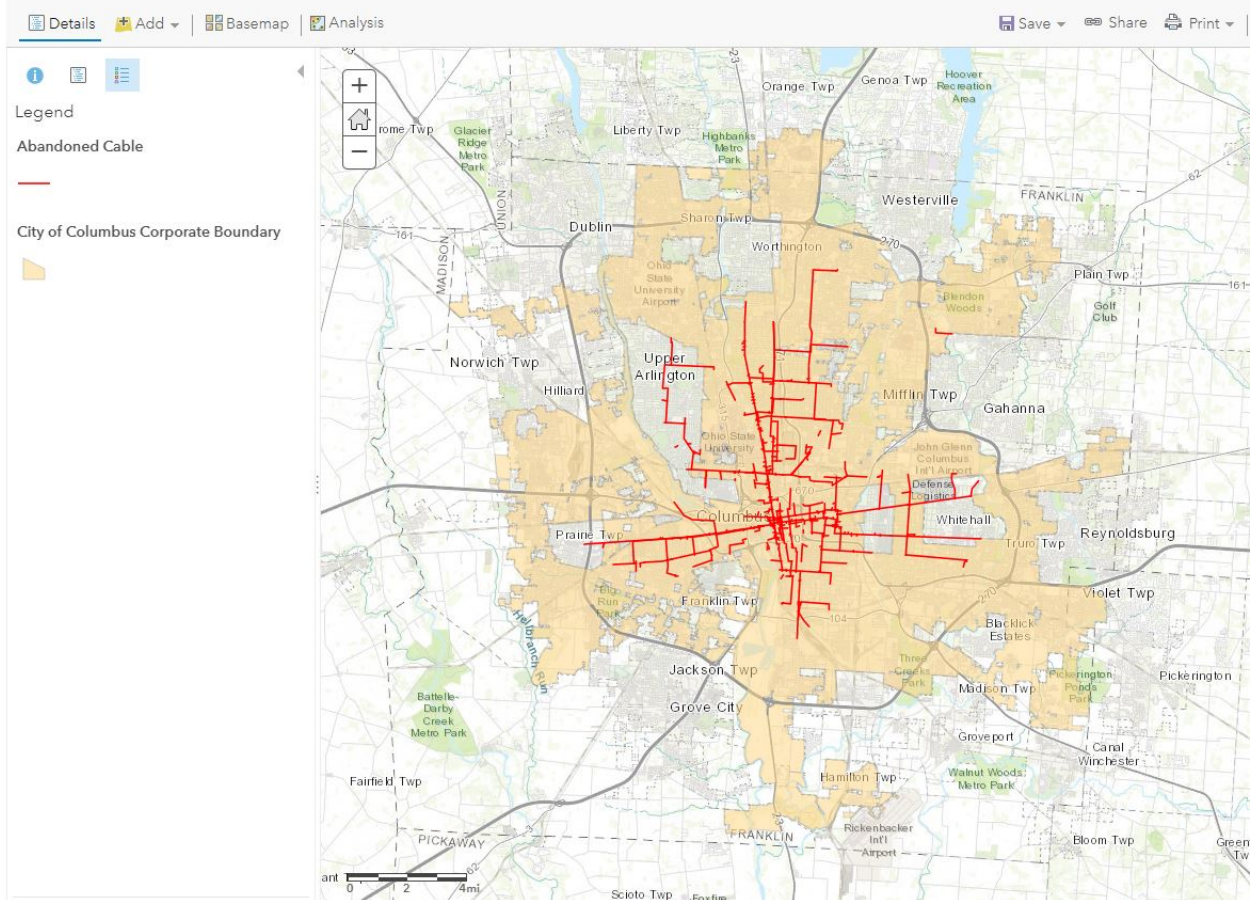
Home ▾ Fiber Infrastructure - City of Columbus [✎](#)



City of Columbus Department of Technology (DoT) Fiber Network Maintenance, and Restoration Services Best Value Procurement

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

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



PERFORMANCE QUESTIONNAIRE
Fiber 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)



SAFETY - QUALITY - PRODUCTIVITY

QUOTE

BILL FROM:

Harris and Heavener Excavating Inc.
 1612 Lancaster Ave.
 Reynoldsburg, OH 43068
Office: (740) 927-1423
Fax: (740) 927-1427

| TO: | City of Columbumb | | | | |
|-----------------|--|------------|-------------|-----------------|--|
| DATE: | 10/19/2020 | | | | |
| PROJECT: | Maintenance Contract | | | | |
| ITEM | DESCRIPTION | QTY | Unit cost | Total unit cost | |
| 1 | Quarterly Drive Off | 1.00 ea | \$ 3,898.13 | \$ 3,898.13 | |
| 2 | Labor: Supervisor regular hours (M-F 8am -5pm) | 1.00 hr | \$ 86.63 | \$ 86.63 | |
| 3 | Labor: Supervisor overtime hours (Evenings, weekend, holidays) | 1.00 hr | \$ 129.94 | \$ 129.94 | |
| 4 | Labor: Foreman regular hours (M-F 8am -5pm) | 1.00 hr | \$ 82.69 | \$ 82.69 | |
| 5 | Labor: Foreman overtime hours (Evenings, weekend, holidays) | 1.00 hr | \$ 124.03 | \$ 124.03 | |
| 6 | Labor: Operator regular hours (M-F 8am -5pm) | 1.00 hr | \$ 78.75 | \$ 78.75 | |
| 7 | Labor: Operator overtime hours (Evenings, weekend, holidays) | 1.00 hr | \$ 118.13 | \$ 118.13 | |
| 8 | Labor: Laborer regular hours (M-F 8am -5pm) | 1.00 hr | \$ 78.75 | \$ 78.75 | |
| 9 | Labor: Laborerovertime hours (Evenings, weekend, holidays) | 1.00 hr | \$ 118.13 | \$ 118.13 | |
| 10 | Labor: Splicer regular hours (M-F 8am -5pm) | 1.00 hr | \$ 82.69 | \$ 82.69 | |
| 11 | Labor: Splicer overtime hours (Evenings, weekend, holidays) | 1.00 hr | \$ 124.03 | \$ 124.03 | |
| 12 | Equipment: 30' Aerial lift truck hours | 1.00 hr | \$ 11.50 | \$ 11.50 | |
| 13 | Equipment: Splice lab hours | 1.00 hr | \$ 14.43 | \$ 14.43 | |
| 14 | Equipment: 1 ton or 2 ton pickup hours | 1.00 hr | \$ 7.50 | \$ 7.50 | |
| 15 | Equipment: Trailer hours | 1.00 hr | \$ 1.50 | \$ 1.50 | |
| 16 | Equipment: Mini track hoe hours | 1.00 hr | \$ 7.21 | \$ 7.21 | |
| 17 | Equipment: Rubber tire backhoe hours | 1.00 hr | \$ 7.21 | \$ 7.21 | |
| 18 | Equipment: 500' (min) Rodder hours | 1.00 hr | \$ 1.25 | \$ 1.25 | |
| 19 | Equipment: Blower hours | 1.00 hr | \$ 1.25 | \$ 1.25 | |
| 20 | Equipment: Light plant hours | 1.00 hr | \$ 1.25 | \$ 1.25 | |
| 21 | Equipment: Arrow board hours | 1.00 hr | \$ 1.25 | \$ 1.25 | |
| 22 | Equipment: 2" (min) water pump hours | 1.00 hr | \$ 1.25 | \$ 1.25 | |
| 23 | Equipment: Generator hours | 1.00 hr | \$ 1.25 | \$ 1.25 | |
| 24 | Equipment: Cable trailer hours | 1.00 hr | \$ 1.25 | \$ 1.25 | |
| 25 | Equipment: Fusion splicer hours | 1.00 hr | \$ 6.25 | \$ 6.25 | |
| 26 | Equipment: Other equipment, NEC | 1.00 hr | \$ 10.00 | \$ 10.00 | |
| 27 | Materials: 288 count, Single mode fiber | 5000.00 ft | \$ 1.99 | \$ 9,950.00 | |
| 28 | Materials: 144 count, Single mode fiber | 5000.00 ft | \$ 1.15 | \$ 5,750.00 | |
| 29 | Materials: 48 count, Single mode fiber | 5000.00 ft | \$ 0.40 | \$ 2,000.00 | |
| 30 | Materials: 24 count, Single mode fiber | 5000.00 ft | \$ 0.32 | \$ 1,600.00 | |
| 31 | Materials: Fiber optic splice closure | 4.00 ea | \$ 371.30 | \$ 1,485.20 | |
| 32 | Materials: Fusion splice sleeves | 2000.00 ea | \$ 0.12 | \$ 240.00 | |
| 33 | Materials: Other materials, NEC | 1.00 ea | \$ 50.00 | \$ 50.00 | |

NOTES



Harris and Heavener Excavating Inc.
 1612 Lancaster Ave.
 Reynoldsburg, OH 43068
Office: (740) 927-1423
Fax: (740) 927-1427

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.

- AT&T SPA Contract – \$12 million per contract – Central Ohio – Strategic Partnership Agreement to maintain
- CEC Fiber to the Home & Maintenance - \$6 million - 80 miles – Fiber connectivity backbone placement to home installation.
- COC Fiber Expansion - \$1.1 million – City of Columbus – Connect various city entities into city’s fiberoptic network
- Verizon Fiber One, Maintenance & 5G - \$6 million – Central Ohio – Placed backbone fiberoptic ring around The City of Columbus and Central Ohio

- How many years has your company been in business? 24 years

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

- 1996 Started in Business Bidding on Lump Sum Projects
 - Staff: 1 Buried Crew & associated Equipment
- 1998 Became a Licensed City of Columbus Sewer Contractor
- 2002-2003 AT&T Project Pronto Contract (Backbone Fiber Placement)
- 2000-2012 Held 4 back to back 3-year contracts with AT&T handling their maintenance and threshold construction work.
- 2008-2010 XO Communications Maintenance
- 2010 to Current Consolidated Electric Fiber Maintenance
- 2013-2014 AT&T Volume Fiber Contract (Fiber 2 Business)
- 2017 to Current Consolidated Electric Fiber to the Home Construction and Maintenance
- 2018 to Current Verizon Wireless & Business Construction and Maintenance
 - Staff: 7 Buried Crews, 3 Aerial Crews, 6 Splicing Crews & associated Equipment

- How many years has your company offered the requested services? 24 years

- Where is your company located? Reynoldsburg, Ohio

- How long have you been at this location? 24 years

- Where was your previous location, if any? N/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 current position with the Offeror, verifiable technical training, education and experience level on the specific fiber restoration service(s) 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? As with any company there are occasions when we do experience deficits, however its on rare occasions.

- What performance-monitoring systems are in place to determine the failure frequency and to ensure service quality? We have project managers, field superintendents & field quality inspectors to monitor field operations on a daily basis. In addition, we have in house systems that allow us to track monitor and control each project.

- How do you differentiate your service quality from that of your competitors? We started the company based on three basic principles: Safety, quality and productivity. Still to this day we operate on those same three principles.

- What kind of research do you conduct to stay current with the latest developments in this field? We do continuing education training with all of our employees on a regular basis. We also get updates and notifications any time an OSHA rule or regulation changes and we make those changes to our policies and procedures.

- What proportion of your revenue is dedicated to research and development? 5%

- What are your best-selling services? We are well rounded in all aspects of telecommunication construction and maintenance. Our best-selling service is our field staff who perform the work daily that satisfy any and all of our customer needs. Another one of our best selling services is our company from the field to the office, retains employees for long term and have an extremely low turnover rate.

- Please explain any service enhancement, or unique qualities you offer customers?

- Licensed sewer and water to make quick repairs
- Customer Service and meeting/exceeding customer expectations
- Low turnover with management team and an average of 25 years of experience.
- One-point customer contact
- Quick and efficient response times

- What is your company's training program for employees? We have a 4-day orientation for any new hire before they ever step foot into the field. Employees are trained on all safety, quality, and productivity expectations of the specific job they are hired to do before entering the work force in the field. Once they enter the workforce in the field, they get on the job training where they are trained and monitored for a minimum of 90 days before being released off of "probation".

- Does your company provide any performance analysis for fiber networks? Please describe. Yes, our fiber team performs systematic observations to enhance, improve, and maintain stability in fiber networks using provisions of objective statistical and visual data.

- How does your company provide any innovative services to optimize network performance?

- Our team focuses on customer needs and expectations. We apply new technology or processes to the telecommunications market.
- We apply what we have learned over the years to current situations to avoid causing any re-work or disruption to networks.
- We field identify and verify through visual observation and testing data any possible problems or issues on a network.

JOSEPH HEAVENER

149 Humphries Drive - Reynoldsburg, Ohio · 740-927-1423 - jheavener@harrisheavener.com

SKILLS

- | | | |
|---------------------------------------|--------------------------------------|--|
| *Project Leadership | *Voice and data cabling installation | *Network field installation |
| *Troubleshooting | *Excellent problem-solving ability | *Telecommunications repair |
| *Firm Understanding of Technical Req. | *Excellent communication skills | *Strong ability to explain system ops. |

CERTIFICATES

- | | |
|--|---|
| *CORNING – SEE THE LIGHT TRAINING, DECEMBER 2019 | *CORNING - FIBER DESIGN COURSE, DECEMBER 2019 |
| *OSHA 10 & 30 HOUR – JANUARY 2016 | *OSHA 510 & 500 – JUNE 2017 |
| *First Aid & CPR CERTIFIED TRAINER | |

WORK HISTORY

OPERATIONS MANAGER, HARRIS & HEAVENER - JANUARY 2018 – PRESENT

- *15 years of experience in Telecom cabling
- *8 years of experience in Fiber Optic Cabling, Splicing, Terminating, Testing and Troubleshooting
- *In depth knowledge of OPS systems including but not limited to underground, buried and aerial placement/splicing and proper manhole entry/exit.

SAFETY DIRECTOR, HARRIS & HEAVENER EXCAVATING - JUNE 2016 – JANUARY 2018

- *5 Years of experience in telecom safety sensitive projects.
- *OSHA 510. OSHA 500,
- *OSHA Outreach Instructor
- *OSHA Train the Trainer Certification
- *First Aid and CPR Instructor

BURIED FOREMAN, HARRIS & HEAVENER EXCAVATING - JUNE 2014 – JUNE 2016

- *3 of experience in underground utilities
- *Worked various size projects in and around the state of Ohio

STATE TROOPER, OHIO STATE HIGHWAY PATROL - FEBUARY 2009 – JUNE 2014

- *5 Years of experience as a State Trooper.
- *Criminal Patrol Award

BURIED LABOR, HARRIS & HEAVENER EXCAVATING - JUNE 2007 – FEBUARY 2009

- *2 years of experience as a buried labor
- *Trench Safety
- *First Aid and CPR

SIDNEY HALE

149 Humphries Drive - Reynoldsburg, Ohio · 740-927-1423 - shale@harrisheavener.com

SKILLS

- | | | |
|------------------------------|--------------------------------------|-----------------------------|
| *Project Leadership | *Voice and data cabling installation | *Network field installation |
| *Troubleshooting | *Excellent problem-solving ability | *Telecommunications repair |
| *Excellent diagnostic skills | *Excellent communication skills | *Data documentation |

CERTIFICATES

- | | |
|--|---|
| *CORNING – SEE THE LIGHT TRAINING, DECEMBER 2019 | *CORNING - FIBER DESIGN COURSE, DECEMBER 2019 |
| *OSHA 30 HOUR – JANUARY 2011 | *ROADWAY WORKER – MAY 2009 |
| *CORNING TS-LAN-500, MAY 2009 | *PANDUIT CERTIFIED TECHNICIAN – JANUARY 2007 |
| *OSHA 10 HOUR – NOVEMBER 2004 | *MOHAWK CERTIFIED TECHNICIAN – JANUARY 2003 |

WORK HISTORY

PROJECT MANAGER, HARRIS AND HEAVENER - SEPTEMBER 2019 – PRESENT

- *30 years of experience in Telecom cabling
- *22 years of experience in Fiber Optic Cabling, Splicing, Terminating, Testing and Troubleshooting
- *In depth knowledge of OSP systems including but not limited to underground, buried and aerial placement/splicing and proper manhole entry/exit.
- *Totally conversant in fiber, including hot cuts and troubleshooting.
- *Full understanding of the implications of working in a campus environment.

ELECTRONIC SYSTEM SPECIALIST, CITY OF COLUMBUS, DEPARTMENT OF TECHNOLOGY - DECEMBER 2014 – SEPTEMBER 2019

- *25 years of experience in Telecom cabling
- *In depth knowledge of OPS systems including but not limited to underground, buried and aerial placement/splicing and proper manhole entry/exit.
- *Totally conversant in fiber, including hot cuts and troubleshooting
- *Full understanding of the implications of working in a campus environment.

PROJECT MANAGER / SPLICING MANAGER, GUDENKAUF CORPORATION - JUNE 2012 – DECEMBER 2014

- *23 years of experience in Telecom cabling
- *14 years of experience in Fiber Optic Cabling, Splicing, Terminating, Testing and Troubleshooting
- *In depth knowledge of OPS systems including but not limited to underground, buried and aerial placement/splicing and proper manhole entry/exit.
- *Totally conversant in fiber, including hot cuts and troubleshooting.
- *Full understanding of the implications of working in a campus environment.

SENIOR LEAD FIBER SPLICER, GUDENKAUF CORPORATION - APRIL 2003 – JUNE 2012

- *21 years of experience in Fiber Optic Cable, Splicing, Terminating, Testing and Troubleshooting.
- *In depth knowledge of OPS systems including but not limited to underground, buried and aerial placement/splicing and proper manhole entry/exit.
- *Totally conversant in fiber, including hot cuts and troubleshooting.
- *Full understanding of the implications of working in a campus environment.

FIBER OPTIC TECHNICIAN, JAYTEL INCORPORATED - MARCH 1999 – APRIL 2003

- *Prepared, spliced and tested fiber optic cables for data, voice and video transmission. Performed in service section throws as well as emergency cable restoration.

FIBER OPTIC TECHNICIAN, UNITED STATES AIR FORCE - JANUARY 1990 – MARCH 1999

- *Installed and maintained over 14,000 pair miles of telecommunications cabling.

Issue Date: 9/5/2019

Expiration Date

September 05

2023



FOI

Fiber Optics Installer



Certified Fiber Optics Installer

**Lane R. Householder , FOI1227223
Somerset, Ohio**

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Fiber Optics Installer. To be recognized for this honor, practicing installers must pass a written examination in Fiber Optics Installation procedures and technology as well as the "hands-on" skills testing. Only top installers are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above-named expert installer. His/her name has been published in the High Tech News journal, embedded in the FOI permanent database, and is available for recognition by officials of the industry. This individual may display the FOI identification items or advertise his level of accomplishment as a technician. Congratulations from ETA officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by following annual ETA maintenance criteria or by retesting at the end of each four-year period.

Teresa J. Mahler

Teresa J. Mahler, CSS - President

ETA® International
Greencastle, Indiana
www.eta-i.org



CERTIFICATE O F C O M P L E T I O N

Fiber Optics 1-2-3 Installation and Maintenance Course

This is to Certify that

Lane Householder

has completed a four-day seminar on design, installation and maintenance of fiber optic communications systems that consisted of twelve hours of classroom instruction on physical plant, four hours on system design and sixteen hours of hands-on training. Fiber, cable, and patch panel preparation, connectorization of SC and LC connectors, splicing, OTDR and optical loss testing were accomplished in the hands-on labs.

Dyann Boyd

INSTRUCTOR

19080104

August 6-9, 2019

COURSE NUMBER AND COMPLETION DATE



CORNING

Corning Optical Communications Recognizes

Joseph Heavener
for completing the

Corning See the Light® Training

Corning Fiber Installation Certified Class

for 21 BICSI Continuing Education Credits

December 3-5, 2019

Month Date, Year

Sumner Heavener

Corning Authorized Instructor / Program Manager



21 BICSI CONTINUING EDUCATION CREDITS: BICSI CECS ARE ONLY ISSUED TO BICSI CREDENTIAL HOLDERS

Event ID: OV-CORN-NC-0618-4

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CORNING

Corning Optical Communications Recognizes

Sidney Hale
for completing the

Corning See the Light® Training

Corning Fiber Installation Certified Class

for 21 BICSI Continuing Education Credits

December 3-5, 2019

Month Date, Year



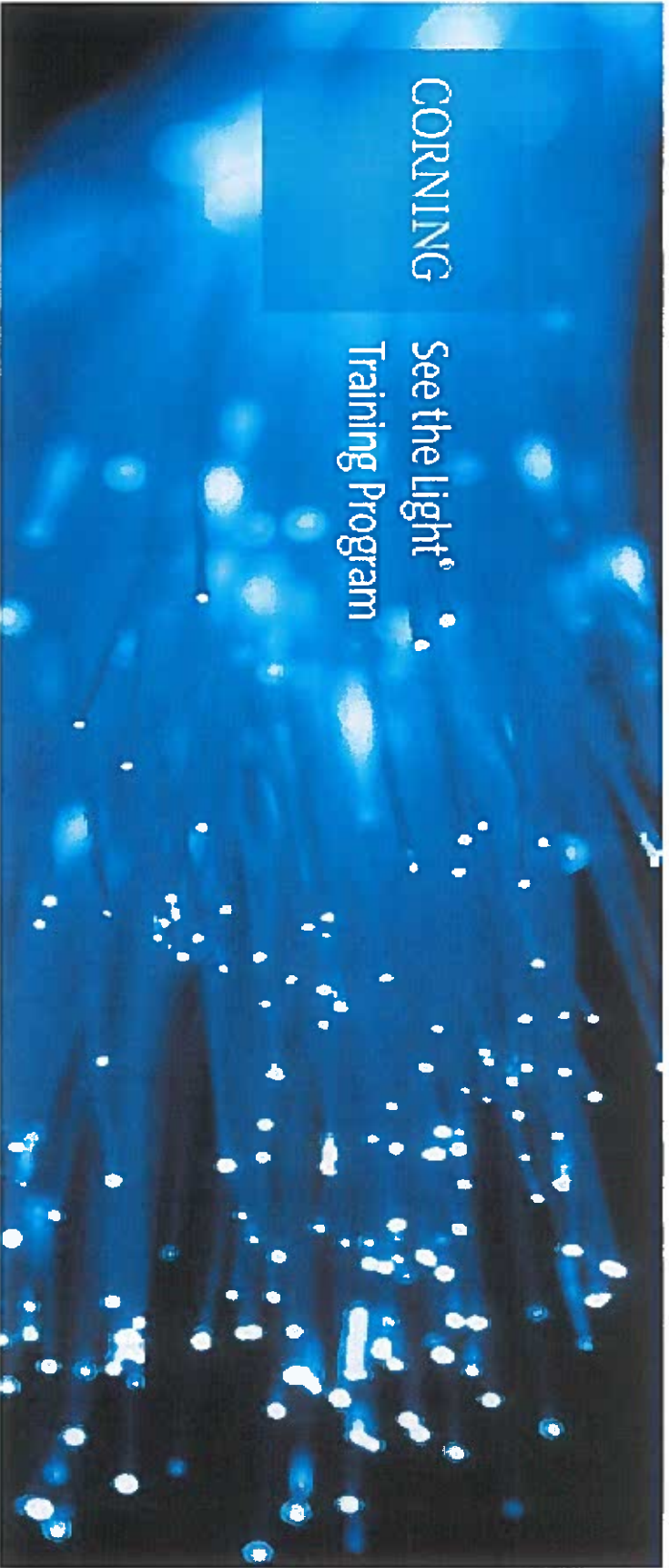
Corning Authorized Instructor / Program Manager



21 BICSI CONTINUING EDUCATION CREDITS: BICSI CECS ARE ONLY ISSUED TO BICSI CREDENTIAL HOLDERS

Event ID: OV-CORN-NC-0618-4

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CORNING
See the Light®
Training Program

Certificate of Completion

awarded to

Sidney Hale

for completing

2019 Corning® Fiber Design (CFD) Course

Event code: OV-CORN-NC-0618-5

CERTIFICATE


O F C O M P L E T I O N

Fiber Optic Design, Installation and Maintenance Course

This is to Certify that

Logan Severance

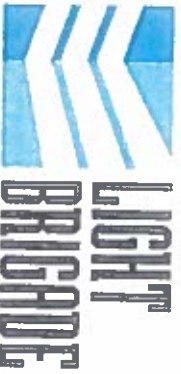
has completed a four-day seminar on design, installation and maintenance of fiber optic communications systems that consisted of twelve hours of classroom instruction on physical plant, four hours on system design and sixteen hours of hands-on training. Fiber, cable, and patch panel preparation, connectorization of SC and LC connectors, splicing, OTDR and optical loss testing were accomplished in the hands-on labs.


INSTRUCTOR

17021004

February 21-24, 2017

COURSE NUMBER AND COMPLETION DATE



CERTIFICATE

O F C O M P L E T I O N

Fiber Optic Design, Installation and Maintenance Course

This is to Certify that

Joseph Heavener

has completed a four-day seminar on design, installation and maintenance of fiber optic communications systems that consisted of twelve hours of classroom instruction on physical plant, four hours on system design and sixteen hours of hands-on training. Fiber, cable, and patch panel preparation, connectorization of SC and LC connectors, splicing, OTDR and optical loss testing were accomplished in the hands-on labs.


INSTRUCTOR



17021004

February 21-24, 2017

COURSE NUMBER AND COMPLETION DATE

CERTIFICATE

O F C O M P L E T I O N

Fiber Optic Design, Installation and Maintenance Course

This is to Certify that

Graham Vineyard

has completed a four-day seminar on design, installation and maintenance of fiber optic communications systems that consisted of twelve hours of classroom instruction on physical plant, four hours on system design and sixteen hours of hands-on training. Fiber, cable, and patch panel preparation, connectorization of SC and LC connectors, splicing, OTDR and optical loss testing were accomplished in the hands-on labs.

INSTRUCTOR

Paul Shaukel

17021004

February 21-24, 2017

COURSE NUMBER AND COMPLETION DATE



Issue Date: 5/3/2018
Expiration Date

May 03
2022



FOI

Fiber Optics Installer



Certified Fiber Optics Installer

James G. Heavenner , FOI203740
Rushville, Ohio

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Fiber Optics Installer. To be recognized for this honor, practicing installers must pass a written examination in Fiber Optics Installation procedures and technology as well as the "hands-on" skills testing. Only top installers are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above-named expert installer. His/her name has been published in the High Tech News journal, embedded in the FOI permanent database, and is available for recognition by officials of the industry. This individual may display the FOI identification items or advertise his level of accomplishment as a technician. Congratulations from ETA officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by following annual ETA maintenance criteria or by retesting at the end of each four-year period.

Teresa J. Maher
Teresa J. Maher, CSS - President

ETA® International
Greencastle, Indiana
www.eta-i.org



Issue Date: 5/3/2018
Expiration Date
May 03
2022

2022

Certified Fiber Optics Installer

**James G. Heavener , FOI203740
Rushville, Ohio**



FOI

Fiber Optics Installer

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Fiber Optics Installer. To be recognized for this honor, practicing installers must pass a written examination in Fiber Optics Installation procedures and technology as well as the "hands-on" skills testing. Only top installers are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above-named expert installer. His/her name has been published in the High Tech News Journal, embedded in the FOI permanent database, and is available for recognition by officials of the industry. This individual may display the FOI identification items or advertise his level of accomplishment as a technician. Congratulations from ETA officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by following annual ETA maintenance criteria or by retesting at the end of each four-year period.

Teresa J. Maher
Teresa J. Maher, CSS - President



ETA® International
Greencastle, Indiana
www.eta-i.org
Accredited By
ICAC



CORNING

See the Light[®]
Training Program

Certificate of Completion

awarded to

Sidney Hale

for completing

2019 Corning® Fiber Design (CFD) Course

Event code: OV-CORN-NC-0618-5

CONFINED SPACE

Doug FOX

Is hereby certified through Harris & Heavener in Confined space



PRESENTED

BY:

Joe Heavener

ON THIS

DAY:

1/24/18

TRENCHING AND EXCAVATION SAFETY SEMINAR

CERTIFICATE

Midwest Underground Technologies

In recognition of

Doug Fox



who has successfully completed a 4 Hour Training Course In
Trench and Excavation Rescue – Awareness Level *
* Per NFPA 1670

4 Hour Review

Class type

December 2, 2008

Class Date

Approval #: B076

Dennis Hobart

Instructor

[Signature]

Midwest Underground Technologies



CERTIFICATE OF PROGRAM COMPLETION

William Fox III

has satisfactorily completed 4 hours of Career and Technical Training
in

DIGGER DERRICK TRUCK OPERATION

In testimony thereto, this certificate is issued by
ADULT CENTER FOR EDUCATION
on this 1st day of May, two thousand twelve.

William D. Bursary
District Superintendent

Robert Switzer
Adult Education Director

J. E. Maxwell
Instructor



University System of Ohio
Board of Regents

John R. Kasich, Governor
Jim Petro, Chancellor





Health, Safety, and Environmental Training Program

This Certifies That

William D. Fox III

Has Successfully Completed

OSHA Recordkeeping

Date January 23, 2020

Course Location 1175 Dublin Road

Deanne Harte Adams

EARTHMOVING EQUIPMENT SAFETY TRAINING CERTIFICATE

Doug Fox
Name

FEB 29, 2008
Date of Training/Evaluation

BACKHOE / SKIDSTEER
Type of Equipment

This document verifies that the above listed has completed, as required by *SafetyHead, Inc.* Earthmoving equipment training, including principles of safe operation, type of equipment being used in the workplace, hazards of the workplace created by the use of the equipment, and the general safety requirements as set forth by OSHA and various equipment manufacturers.

Training checklist:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Engine and motor operation | <input checked="" type="checkbox"/> Gauges and controls | <input checked="" type="checkbox"/> Safety equipment |
| <input checked="" type="checkbox"/> Tip-over hazards | <input checked="" type="checkbox"/> ROPS | <input checked="" type="checkbox"/> Site inspection |
| <input checked="" type="checkbox"/> Equipment inspection | <input checked="" type="checkbox"/> Maintenance | <input checked="" type="checkbox"/> Load effects |
| <input checked="" type="checkbox"/> Slopes | <input checked="" type="checkbox"/> Digging | <input checked="" type="checkbox"/> Maneuvering |
| <input checked="" type="checkbox"/> Visibility | <input checked="" type="checkbox"/> Loading | <input checked="" type="checkbox"/> Limitations |

SafetyHead, Inc.

FEB 29, 2008
Date

Frank Bensch
Instructor Name





American Red Cross
Training Services

Certificate of Completion

William Fox III

has successfully completed requirements for

First Aid/CPRAED Instructor

Date Completed: 8/6/2020

Validity Period: 2 - Years

Conducted by: American Red Cross

To verify certificate, scan code or visit redcross.org/digitalcertificate and enter ID.

Learn and be inspired at LifesavingAwards.org



00B04C4



American Red Cross
Training Services

CEU

William Fox III

has successfully completed requirements for

First Aid/CPRAED Instructor-BL

Date Completed: 8/6/2020

Conducted by: American Red Cross

Contact Hours: 15.0

CEUs Awarded: 1.5



To verify certificate, scan code or visit redcross.org/digitalcertificate and enter ID.

Learn and be inspired at LifesavingAwards.org

Certificate of Completion



William Fox III
has completed the requirements for
First Aid/CPR/AED Instructor
conducted by
American Red Cross
Date Completed: 8/6/20
Validity Period: 2 Years
Certificate ID: 00B04C4





21-0060102

This card acknowledges that the recipient has successfully completed

10-hour Construction Safety and Health

This card issued to
DOUG FOX

Joseph Steven Heavener

Trainer Name

01/06/201

Date of Issue



21-602004536

This card acknowledges that the recipient has successfully completed

30-hour Construction Safety and Health

This card issued to:
WILLIAM D. FOX

Joseph Steven Heavener
Trainer Name

07/20/2017
Date of Issue

TRENCHING AND EXCAVATION SAFETY SEMINAR

CERTIFICATE

Midwest Underground
Technologies

In recognition of

Doug Fox



who has successfully completed a 4 Hour Training Course In
Trench and Excavation Rescue – Awareness Level *

* Per NFPA 1670

4 Hour Review

Class type

December 10, 2007

Class Date

Approval #: B076

Dennis Hobart

Instructor


Midwest Underground Technologies

TRENCHING AND EXCAVATION SAFETY SEMINAR

CERTIFICATE

Midwest Underground
Technologies

In recognition of
William D. Fox, III



Has Successfully Completed a 4 Hour Training Course
In Trenching and Excavation Safety – Awareness Level *
* Per NFPA 1670

| | |
|---|---------------------------------|
| Trenching & Excavation Safety Awareness | Dennis Hobart |
| Class Type | Instructor |
| 2/12/2007 | B076 |
| Class Date | Approval # |
| | Midwest Underground Tech., Inc. |
| | Dennis Hobart |

CONFINED SPACE

Logan Serverance

Is hereby certified through Harris & Heavener in Confined space



PRESENTED

BY:

Joe Heavener

ON THIS

DAY:

1/24/18

OSHA
Occupational Safety and Health Administration

15-00600

This card acknowledges that the recipient has successfully completed

10-hour Construction Safety and Health

This card issued to:

Logan Sevyrance

Gary Daniel Davis

Trainer Name

4/8/2016

Date of Issue



GREATLAKES OSHA EDUCATION CENTER 1-800-207-4309

This site has been designated as a training site for the following course:

28-hour Occupational Safety and Health Training Course in
Construction Safety and Health

LOGAN SEVERANCE

Jeffrey J. Whitaker

(Name of instructor)

02/28/2011

(Course end date)

CERTIFICATE

May it be known that this certificate has been presented to

Harris & Heavener Excavating, Inc.

for its effort in preventing accidents and injuries in the workplace

100%

Safety Council of Greater Columbus

Co-sponsored by

Builder's Exchange of Central Ohio

Stephanie B. McCloud

Stephanie B. McCloud
BWC Administrator/CEO

Ohio | Bureau of Workers'
Compensation

Ibraheem Jarawneh
Ibraheem Jarawneh, Ph.D.
Superintendent of DSH



CORNING

Corning Optical Communications Recognizes

Joseph Heavener

for completing the

Corning See the Light® Training

Corning Fiber Installation Certified Class

for 21 BICSI Continuing Education Credits

December 3-5, 2019

Month Date, Year

Jennifer Heavener

Corning Authorized Instructor / Program Manager



21 BICSI CONTINUING EDUCATION CREDITS: BICSI CECS ARE ONLY ISSUED TO BICSI CREDENTIAL HOLDERS

Event ID: OV-CORN-NC-0618-4



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University of Cincinnati

Health & Safety ERC/OSHA Continuing Education
A Member of the Great Lakes OSHA Education Center

Joseph Heavener

OSHA 500 Trainer Course in Occupational Safety and Health Standards for the
Construction Industry

500-4

2.6

Certificate Number

Continuing Education Units

04/26/16 - 04/29/16



Shirley R. Roberts
Course Director

Course Dates

Occupational Health and Safety Continuing Education, 160 Panzeca Way., Kettering Lab, Room 129, ML 0056, Cincinnati, OH 56267-0056, (513)558-1730



Northern Illinois
University



CONSTRUCTION
SAFETY COUNCIL

OSHA® Training Institute
Education Centers

National Safety Education Center

Certifies that

JOSEPH HEAVENER

has completed training in the
following course

**OSHA #510: OCCUPATIONAL SAFETY AND HEALTH
STANDARDS FOR THE CONSTRUCTION INDUSTRY**

April 4, 2016 – April 7, 2016

Construction Safety Council – Hillside, IL

2.6CEUs

Nick A. Walters
Acting Director, OSHA Directorate of Training and
Education

Melissa Gillis
Director, National Safety Education Center

Project Management Academy

has granted
JOSEPH HEAVENER

with this

Certificate of Completion

In recognition of the successful course completion
on this fourteenth day of February, two thousand and nineteen
in Columbus, OH
and earned 35 PDU/Contact Hours for

PMP® Exam Preparation Course



A handwritten signature in black ink that reads "John Smith".

John Smith, PMP, SCPM
Chairman of the Board

PMI REP #: 3348

Course ID: PMA2585

TRENCHING AND EXCAVATION SAFETY SEMINAR

CERTIFICATE

Midwest Underground
Technologies

In recognition of

Joe Heavener



who has successfully completed a 4 Hour Training Course In
Trench and Excavation Rescue – Awareness Level *


* Per NFPA 1670

4 Hour Review
Class type

December 10, 2007

Class Date

Approval #:B076

Dennis Hobart
Instructor

Midwest Underground Technologies



21-0060102

This card acknowledges that the recipient has successfully completed

10-hour Construction Safety and Health

This card issued to:

TIMOTHY RILEY

Joseph Steven Heavener

Trainer Name

01/06/201

Date of Issue



21-602004512

This card acknowledges that the recipient has successfully completed

30-hour Construction Safety and Health

This card issued to
TIME RILEY SR.

Joseph Steven Heavener

Trainer Name

07/13/2017

Date of Issue

POLE CLIMBING CERTIFICATION

Tim Riley

Is hereby certified through Harris & Heavener in pole climbing



PRESENTED
BY:

Joe Heavener

ON THIS
DAY:

1/24/18



21-006010276

This card acknowledges that the recipient has successfully completed

10-hour Construction Safety and Health

This card issued to:

ANDREW JONES

Joseph Steven Heavener

Trainer Name

01/06/2016

Date of Issue



21-602004533

This card acknowledges that the recipient has successfully completed

30-hour Construction Safety and Health

This card issued to:
ANDREW JONES

Joseph Steven Heavener

Trainer Name

07/20/2017

Date of Issue

HENKELS & MCCOY, Inc.



This Certifies that:

Andrew Jones

has successfully completed the
Confined Space Training

course(s) of instruction sponsored by the
Henkels & McCoy, Inc. Safety Department

Date of Course: 1-5-2010

Instructor(s): **Mike Crandall & Don Daley**

Safety is  Life


Instructor's Signature

HENKELS & MCCOY, Inc.



This Certifies that:

Andrew Jones

has successfully completed the
Power Awareness Training

course(s) of instruction sponsored by the
Henkels & McCoy, Inc. Safety Department

Date of Course: 1-5-2010

Instructor(s): **Mike Crandall & Don Daley**

Safety is  Life


Instructor's Signature

HENKELS & MCCOY, Inc.



This Certifies that:

Andrew Jones

has successfully completed the
Trenching and Excavation Training

course(s) of instruction sponsored by the
Henkels & McCoy, Inc. Safety Department

Date of Course: 1-5-2010

Instructor(s): **Mike Crandall & Don Daley**

Safety is  Life


Instructor's Signature

HENKELS & MCCOY, Inc.



This Certifies that:

Andrew Jones

has successfully completed the
Flagger Training

course(s) of instruction sponsored by the
Henkels & McCoy, Inc. Safety Department

Date of Course: 1-5-2010

Instructor(s): **Mike Crandall & Don Daley**

Safety is  Life


Instructor's Signature



21-602004535

This card acknowledges that the recipient has successfully completed

30-hour Construction Safety and Health

This card issued to:
LEE HEAVENER

Joseph Steven Heavener

07/20/2017

Trainer Name

Date of Issue



21-006010275

This card acknowledges that the recipient has successfully completed

10-hour Construction Safety and Health

This card issued to
LEE HEAVENER

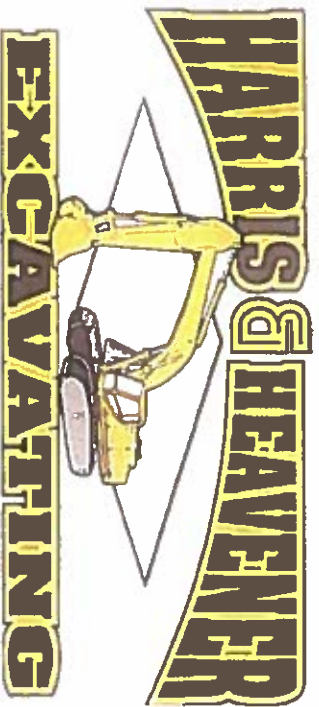
Joseph Steven Heavener
Trainer Name

01/06/2016
Date of Issue

CONFINED SPACE

Lee Heavenner

Is hereby certified through Harris & Heavenner in Confined space



PRESENTED

BY:

Joe Heavenner

ON THIS

DAY:

1/24/18

PERFORMANCE QUESTIONNAIRE
Fiber Maintenance, and Restoration Services

To: Robert Dillow
(Name of person completing survey)

Phone: 614-816-0361 E-mail: robert.dillow@verizon.com

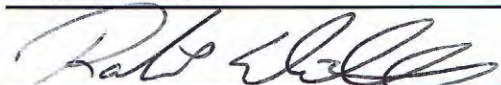
Subject: Past Performance Survey of Heavener and Heavener Excavation Inc,
(Name of Company)
Joe Heavener
(Name of individuals)

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 |

Robert Dillow 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)

PERFORMANCE QUESTIONNAIRE
Fiber Maintenance, and Restoration Services

To: Tyler Thompson
(Name of person completing survey)

Phone: 614-205-5223

E-mail: tthompson@consolidated.coop

Subject: Past Performance Survey of Harris & Heavener
(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) | 9 |
| 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) | 9 |
| 4. | Ability to increase value | (1-10) | 9 |
| 5. | Quality of service | (1-10) | 9 |
| 6. | Ability to identify and minimize the users risk | (1-10) | 10 |
| 7. | Leadership ability (minimize the need of owner/client direction) | (1-10) | 9 |
| 8. | Your comfort level in hiring the firm/individual again based on performance | (1-10) | 10 |

Tyler Thompson 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)

PERFORMANCE QUESTIONNAIRE
Fiber Maintenance, and Restoration Services

To: JUSTIN MATTISON (ATT CONSTRUCTION MANAGER)
(Name of person completing survey)

Phone: 614-256-3844 E-mail: JM5271@ATT.COM

Subject: Past Performance Survey of ATT
(Name of Company)

HARRIS & HEAVENER
(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 |

JUSTIN MATTISON 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)



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01198270

Period Specified Below
07/01/2020 to 07/01/2021

HARRIS & HEAVENER EXCAVATING INC
1612 LANCASTER AVE
REYNOLDSBURG, OH 43068-2639



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|------------------------|
| PRODUCER GAD Insurance, LLC 777 Goodale Blvd Ste 200 Columbus OH 43212 | | CONTACT NAME: Debbie Timmons PHONE (A/C, No, Ext): (614) 221-1500 FAX (A/C, No): (614) 221-1580 E-MAIL ADDRESS: dtimmons@gadinsurance.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: United Fire & Casualty Company A+ X | NAIC # 13021 |
| | | INSURER B: Mt Hawley Insurance Company A+ XI | 37974 |
| | | INSURER C: Cincinnati Insurance Company A+ XV | 10677 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |
| INSURED HARRIS & HEAVENER EXCAVATING INC 1612 LANCASTER AVE REYNOLDSBURG OH 43068-2639 | | | |

COVERAGES

CERTIFICATE NUMBER: CL2061821123

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 60517059 | 06/27/2020 | 06/27/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 60517059 | 06/27/2020 | 06/27/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | 60517059 | 06/27/2020 | 06/27/2021 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 60517059 | 06/27/2020 | 06/27/2021 | <input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Ohio Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Contractors Pollution Liab - \$5,000 ded C. Excess Umbrella Liab-EXS0581470 | | | 60517059 | 06/27/2020 | 06/27/2021 | Ea Pollution Incident Lim \$2,000,000 Aggregate Limit \$2,000,000 Excess Umbrella Limit \$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This document neither affirmatively nor negatively amends, extends, or alters the terms of or the coverage afforded by policy referenced herein.

City of Columbus is an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Columbus 1111 East Broad Street 3rd Floor Columbus OH 43205 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

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