

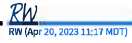





# THE CITY OF SANTA FE

## MEMORANDUM

**DATE:** March 20, 2023

**TO:** Governing Body

**VIA:** Regina Wheeler, Public Works Director   
John Dupuis, Public Utilities Director   
Mike Dozier, Waste Water Director 

**FROM:** P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD 

### ACTION

Approval of contract with USIC Locating Services, LLC. to provide locating and marking services for underground utilities owned and operated by the City's Public Works Department and the Public Utilities Department for not to exceed \$2,000,000 including NMGR for four years.

- Approve BAR/ Increase in the amount of \$250,000 from WWMD Enterprise Cash Balance to WWMD Operating Budget/Collections/Professional Services Org /Obj #5000362.510300 for FY 23/24.

### BACKGROUND

The Public Works and Public Utilities Departments are required to provide locating and marking of underground utilities to support all development throughout the City. This responsibility takes approximately four full time staff to perform. The employees performing this work have the specialized equipment, skills, and certifications that are needed to keep our rights of way, traffic signals, utility distribution networks and facilities operating safely. By engaging USIC to perform locates, the departments can better maintain and operate critical infrastructure and may have cost savings as proactive maintenance reduces emergency failures and use of overtime.

USIC Locating Services, LLC provides underground utility locating and marking services to communities across the US. Services include:

- § Accurate and Timely Locates
- § Pictures Taken After Every Locate Performed
- § Access to Customer Portal and USIC Ticket Management System
- § Data Integrity and Security
- § Each Technician is Accessible through Wireless Technology
- § Provision of Paint and Flags

Each department will utilize only the amount of services required to support development in any year not to exceed \$500,000 including NMGR per year for both departments.

### PROCUREMENT METHOD:

Cooperative purchasing through BuyBoard Contract #632-20

**FUNDING SOURCE:**

Fund Name / Number: GenFund - 100

Munis Org Name / Number: Signals - 1000415

Munis Object Name / Number: Service Contracts – 510310

Project ID:

Fund Name / Number: WWMD Enterprise Fund - 500

Munis Org Name / Number: WWMD Collections - 5000362

Munis Object Name / Number: Professional Services - 510300

**ATTACHMENTS**

Contract

BAR for Waste Water

Buy Board Contract #632-20

Summary of Contracts

Procurement Checklist

Certificate of Insurance

Business License

**FACILITIES LOCATING AND MARKING**  
**SERVICE CONTRACT**

THIS CONTRACT ("Contract") is entered into as of \_\_\_\_\_, 20\_\_\_\_ and by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and City of Santa Fe, NM (**Customer**), each individually a party, and collectively, the parties.

**BACKGROUND**

- A. Customer owns and operates Facilities in the geographic area described on Exhibit A to this Contract.
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's Facilities listed in Exhibit A.

**CONTRACT**

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
  - 1.1 **Advanced Locate Service** means conductive, inductive, and map-based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate.
  - 1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.
  - 1.3 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to Telecommunication Vault or Manhole Entry, Unlocatable Facilities, Work Zone Protection aka "Temporary Traffic Control Services" or "Flaggers", labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.
  - 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
  - 1.5 **Customer's Facilities** means any Facilities owned or operated by Customer.
  - 1.6 **Damage Investigation Fee** means the fee charged to Customer when chargeable pursuant to this Contract, for a damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data).
  - 1.7 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
  - 1.8 **Digital Locating** means the process by which a Locate is completed using maps, records, historical Ticket records, Locate technician expertise, and other industry knowledge to positively respond to a Ticket without Visual Examination.
  - 1.9 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).

- 1.10 **Emergency After Hours Locate** means a request for a Locate that arises from a condition as defined by applicable state law and One Call Center ticket types and is transmitted on weekends, weekdays, and holidays, as defined by applicable federal and state statute and/or One Call Center holidays, outside of the USIC's normal business hours (7:00 am – 5:00 pm).
- 1.11 **Excavator(s)** means any person or entity which engages directly in excavation.
- 1.12 **Facility(ies)** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, Hazardous Materials or other substances including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.
- 1.13 **Gridding** means the geographic boundary area identified by Customer and the One Call Center and provided to the applicable state One Call Center which is used to determine whether a request for Locate will generate a Ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a Locate Ticket).
- 1.14 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.
- 1.15 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.16 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable/Untonable Facilities.
- 1.17 **Locate(s)** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate, and such Locate Services provided by USIC in accordance with this Contract. As used in this Contract, Locate(s) include(s) "Project Locate", as defined herein after, where applicable in accordance with the definition of "Project Locate" hereunder.
- 1.18 **Locate Service(s)** means the services, of any type of ticket, to be provided by USIC under this Contract consisting of the process of verifying if Customer's Facilities are present at a location where an Excavator intends to or conducts excavation; when applicable, detection of Customer's Facilities through the use of electronic locating equipment; and, when applicable, Marking to identify the existence and location of Customer's Facilities.
- 1.19 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.20 **Locator Not At Fault Damage** means Damage to Customer's Facilities caused by an Excavator or other third party that occurs for any other reason other than USIC not performing the Locate with Reasonable Accuracy.
- 1.21 **Marking(ed)(ing)** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association.



- 1.22 **One Call Center or 811** means each state's Ticket issuing system for all excavation notices.
- 1.23 **Positive Response** is an 811 notification that communicates to facility owners and operators, and Excavators the status of dig/excavation notices issued by 811.
- 1.24 **Project Locate or Long Scope Ticket(s)** is any Locate that, for any reason, requires USIC technicians to spend more than thirty (30) minutes to execute the Locate Services requested by the subject Ticket. Project Locate or Long Scope Ticket(s) time is tracked using USIC's system thresholds and may include any Ticket type (including but not limited to Tickets designated as routine, normal, and/or emergency). Any portion or increment of work above a time threshold shall be rounded up to the next whole unit.
- 1.25 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.26 **Repair Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages (so long as Customer's actual costs are reasonable and customary), subject to the exclusions below. "Repair Costs" is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and third-party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative ("TPA") fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement, replacement or extension of Customer's Facilities); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated); costs arising out of collection actions, whether incurred by the Customer or collection agencies; any other costs or expenses excluded by Section 7 of this Contract or any other provision of this Contract. USIC reserves the right to dispute the reasonableness of any of Customer's actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute in accordance with Section 12.
- 1.27 **Site** means the premises where Locate Services are performed, and Customer has ownership or exercises control.
- 1.28 **Telecommunications Vault or Manhole Entry**, as stated 29 CFR 1910.269(x), is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only.
- 1.29 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.
- 1.30 **Ticket(s)** means the document generated at and transmitted by the One Call Center to USIC containing each request for Locate.
- 1.31 **Unidentifiable Facilities** means Customer's Facilities that are not apparent at the Site as based on the records, facility prints, drawings, or maps provided by Customer.
- 1.32 **Unlocatable/Untonable Facilities**, means Customer's Facilities, including abandoned Facilities, whose presence is known either from records provided by Customer or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.

- 1.33 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.
- 1.34 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.
- 1.35 **White-Lining** means the Excavator designates the route and/or area to be excavated using white pre-marking either onsite or electronically (when available through the One Call Center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One Call Center and before the Locate technician arrives on the job.
- 1.36 **Work Zone Protection** means the activities necessary by USIC to achieve compliance with federal, state, county, and local laws for the safety of motorists and USIC workers alike. This includes but is not limited to following the rules prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) and contracting services to achieve Temporary Traffic Control commonly referred to as "Flaggers."

## 2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials (except maps, prints, and records to be provided by Customer under Section 3), and equipment necessary to perform Locate Services including Locates, Project Locates or Long Scope Ticket(s), Emergency Normal Hours Locate, Watch and Protect, and Emergency After Hours Locate for Customer within the Contract service area detailed in Exhibit A. All Ticket transmittals to USIC shall come directly from each state's One Call Center for the service area detailed in Exhibit A.
- 2.2 Upon receipt of a request for a Locate Services, USIC will assess whether a conflict exists between the Customer's Facilities and the proposed excavation Site based on the maps, prints, and records provided by the Customer (commonly called Digital Locating). In its discretion, USIC may perform a Visual Inspection for any Locate request, but USIC is not required to do so if Customer's maps, prints, and records indicate that there is no conflict between Customer's Facilities and the excavation Site.
- 2.3 If USIC determines that Customer Facilities are present at the excavation Site, USIC will Mark Customer's Facilities at the Site, except for Unlocatable/Untonable Facilities and send Positive Response documentation that may consist of photographs, drawings, or notes. Photographs shall only be required in situations where taking photographs are permitted by law.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation Site, USIC will mark the site or note in the Ticket response that Customer's Facilities are not present or in conflict with the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site. Customer also agrees that USIC will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by Customer.
- 2.6 In the event USIC recognizes that there are Unlocatable/Untonable Facilities at the excavation site, Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable/Untonable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable/Untonable Facility. If any Atypical Condition (AC) is found at the excavation site and USIC is aware of the Atypical Condition, USIC shall notify Customer, and USIC shall employ Advanced Locate Services or other procedures described in Section 1.1 at direction of Customer and with additional pricing when necessary.

- 2.7 Any maps and records furnished by Customer as required by the Contract shall remain the property of Customer. USIC agrees to return or destroy all copies of such maps and records to Customer upon Customer's written request or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract for a period of five (5) years. All customers maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.
- 2.8 USIC shall perform the Locate Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Locate Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.
- 2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Locate Services to be performed hereunder.

### 3. Responsibilities of Customer

- 3.1 Customer agrees not to suppress or screen any Tickets in the areas where USIC will provide Locate Services as defined in Exhibit A that would otherwise come to USIC from the state One Call Center. All Customer Tickets shall be transmitted directly to USIC from the state One Call Center.
- 3.2 Customer shall not change existing Gridding such that the volume of Tickets received by USIC is reduced with the applicable state One Call Center on or after the Contract effective date.
- 3.3 Customer agrees to provide USIC with updates (at least monthly, or more often as needed) to its prints, maps, and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, and One Call Center Ticket information (One Call Center format for the applicable state) via e-mail or web services to USIC's Ticket management system, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up-to-date and provide such mapping and records to USIC in a timely manner via a secure customer portal provided by USIC or Secure File Transfer Protocol (SFTP). USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.
- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third-Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A, in an amount not to exceed **\$500,000 per year**, including gross revenue tax. USIC shall bill for all Tickets received from each state's One Call Center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract service area that Customer has provided to the state's One Call Center.
- 3.6 Customer agrees to provide USIC with all state-issued 811 codes ("CDC codes") and a comprehensive Customer point of contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; and (3) Markings will be provided outside the Minimum Approach Distance which shall be defined in OSHA's standard for

Electric Power Generation, Transmission and Distribution. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via the Positive Response in the Ticket system of any Locates with an electric transmission line on the Site and once the Marking is complete.

#### 4. Invoicing and Payment Terms

- 4.1 In compliance with Section 3.5 above, USIC will remit monthly invoices to Customer via an email address or uploaded to a required Customer portal specified by Customer. In the state of New Mexico and/or as otherwise may arise from state or federal taxing authorities from time to time, USIC shall invoice the Customer for the following applicable taxes levied on USIC:

- 4.1.1 Gross Receipts Tax
- 4.1.2 Or similarly constructed state or local taxation

Where tax exempt status exists, Customer will provide USIC with the tax-exempt certificate or like document.

- 4.2 All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice. In the event Customer disputes any portion of an invoice received from USIC, Customer shall provide written notice to USIC no less than fifteen (15) days before the invoice is due. If USIC cannot correct the invoice prior to the due date, Customer shall pay all undisputed charges in accordance with Section 4.2. If proper and sufficient notice of a dispute is not given to USIC, Customer shall pay the entire invoice and proceed with dispute resolution in Section 12.
- 4.3 RESERVED.
- 4.4 For any payment that is not timely paid pursuant to Section 4.2, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.
- 4.5 If Customer fails to pay any invoice pursuant to the payment terms set out in this section, USIC may give written notice describing such breach ("Notice of Default"). If the breach set forth in the Notice of Default is not curable or if the Customer fails to pay USIC's invoices within ten (10) days following receipt of the Notice of Default, USIC shall have the right and option to immediately terminate this Contract pursuant to Section 5, in addition to all the other rights and remedies available to the non-breaching party under this Contract and at law and in equity.
- 4.6 If Customer fails to pay any Invoice according to the provisions of this Contract and (a) such failure continues for a period of ten (10) days following Customer's receipt of a Notice of Default from USIC, USIC shall have the right to, at its sole option, (i) renegotiate payment terms under the Contract; (ii) terminate this Contract upon written notice to Customer, and/or (iii) suspend or reduce all Locate Services under this Contract without prior notice to Customer, in each case, without limiting any other rights or remedies available to USIC under this Contract or otherwise.
- 4.7 In the event Customer claims to be owed money from USIC pursuant to Section 6 of this Contract or for any other reason, such disputes shall be handled independently in accordance with Section 12, and Customer shall have no right to withhold, setoff, or otherwise reduce the amounts due to USIC for Locate Services under Section 4.

#### 5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of the date of the last signature by the required approval authorities below and continues for a period of **four (4) years**, unless sooner terminated pursuant to Section 5.3.
- 5.2 RESERVED.



- 5.3 Either party to this Contract may terminate this Contract for convenience upon thirty (30) days' prior written notice to the other. Upon such termination, Customer shall only be liable for payment for any tickets transmitted to USIC through the effective date of termination. If Customer fails to provide the required thirty (30) day notice under this provision, Customer will pay USIC an amount equal to 30 days average billing as calculated based on the twelve-month period immediately preceding the termination [or such shorter period if the Contract has been in effect for less than twelve (12) months], which the parties agree is a reasonable estimate of the damages to be incurred by USIC as a result of Customer's termination without notice. This provision is not intended to and shall not eliminate or reduce any other remedies to which USIC may be entitled, all of which are reserved.
- 5.4 Without prejudice to any other right or remedy USIC may have under this Contract, at law and/or in equity, USIC may terminate this Contract effective immediately upon providing written notice of such termination to Customer, in the event of the occurrence of any of the following:
- 5.4.1 insolvency of Customer;
  - 5.4.2 filing of a voluntary petition in bankruptcy by Customer;
  - 5.4.3 filing of an involuntary petition in bankruptcy against Customer;
  - 5.4.4 appointment of a receiver or trustee for Customer;
  - 5.4.5 execution by Customer of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
  - 5.4.6 commencement of any legal proceeding against Customer that, in USIC's opinion, may interfere with USIC's ability to perform in accordance with the Contract;
  - 5.4.7 Customer consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without USIC's advance written consent; or
  - 5.4.8. Failure by Customer to timely cure any breach for which Customer has received a Notice of Breach under Section 4.

## 6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall as promptly as possible, and not later than forty-eight (48) hours from becoming aware of the damage, notify USIC. This notification must be made by calling USIC at 1-800-778-9140 or sending an email to [USICDispatch@usicllc.com](mailto:USICDispatch@usicllc.com) and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities. Any such phone or email notification by Customer, Excavator, Third-Party Administrator, or any other party shall commence USIC's damage investigation process. Upon USIC's request, Customer will provide list of contacts by division for claims of Damage to Company's Facilities.
- 6.2 USIC will investigate all incidents of Damage to Customer's Facilities for which it has been notified and provide, a written report of its findings to Customer via the Customer portal. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a Locator At Fault Damage, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If Customer disputes USIC's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with Section 12.

### 6.3

All potential Damage to Customer's Facilities shall be investigated, and USIC shall be entitled to deduct a Damage Investigation Fee from the total compensation, for each such investigation it performs unless: (1) it is determined by USIC's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. USIC shall be entitled to collect a Damage Investigation Fee from Customer regardless of how USIC receives notice of the Damage to Customer's Facilities.

- 6.4 Customer agrees that if: (1) Customer fails to timely notify USIC as required by Section 6 of any Damage to Customer's Facilities; or (2) if damage is repaired or site is covered before USIC can conduct a timely

investigation with full access to damage site, then USIC shall not be liable to Customer for any Repair Costs or any other liabilities arising from that Damage to Customers' Facilities.

- 6.5 When damages are determined to be Locator At Fault Damage, Customer agrees that USIC will be invoiced for Repair Costs only with supporting documentation provided with the invoice.
- 6.6 USIC will be responsible for paying Customer's Repair Costs for any Damage to Customer's Facilities only if: (1) USIC received a request to provide Locate Services with respect to a Customer's Facilities at the location of the damage; (2) the Damage to Customer's Facilities constitutes a Locator At Fault Damage; and (3) Customer sends USIC an invoice as required herein.
- 6.7 Customer agrees to provide any supporting documentation and detail requested by USIC that relates to Damage to Customer's Facilities for which Customer submits an invoice to USIC. If Customer does not provide USIC with all requested documentation and detail within six (6) months of invoicing USIC for such damages, USIC shall have no further obligation to participate in the pre-litigation and/or pre-arbitration portions of the Dispute Resolution of Section 12. This provision does not preclude Customer from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable.
- 6.8 If Customer fails to present an invoice to USIC for any Damage to Customer's Facilities within twelve (12) months of the date Customer notifies USIC of the damage pursuant to Section 6.1, Customer irrevocably waives and releases any right to seek or demand payment from USIC for such damages.
- 6.9 To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, USIC shall be entitled to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to Customer's Facilities, and Customer shall make any and all reasonable accommodations to allow USIC to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, USIC shall reimburse the Customer to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the Customer.

## 7. Limitation of Liability and Indemnification

- 7.0 **REPAIR COSTS PAYABLE BY USIC SHALL NOT EXCEED \$15,000.00 FOR ANY SINGLE INCIDENT OR OCCURRENCE OF DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF THE ALLEGED CAUSE OF THE DAMAGE, REGARDLESS OF THE NUMBER OF FACILITIES DAMAGED IN THE INCIDENT, AND REGARDLESS OF THE ALLEGED SCOPE OR AMOUNT OF THE DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION IS NOT INTENDED TO EXPAND OR OTHERWISE IMPOSE LIABILITY ON USIC BUT, RATHER, IS INTENDED TO BE AN ABSOLUTE LIMIT ON USIC'S LIABILITY TO CUSTOMER FOR ANY INCIDENT INVOLVING DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF CAUSE.**
- 7.1 **USIC'S TOTAL LIABILITY TO CUSTOMER UNDER THIS CONTRACT SHALL NOT EXCEED ONE TIMES THE ANNUAL CONTRACT VALUE DETERMINED BY TRAILING TWELVE-MONTH PERIOD.**
- 7.2 If Damage to Customer's Facilities is not Locator At Fault Damage or if Customer's Facilities are Unidentifiable Facilities or Unlocatable/Untenable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. If USIC provides such support at the request of Customer or any representative of Customer (including but not limited to informal requests for assistance and formal litigation requests including document and testimony subpoenas from Customer's attorneys or third party claims administrators such support shall be provided by USIC at no additional cost of Customer has already paid a Damage Investigation Fee related to the incident; (2) Customer shall be invoiced for and agrees to pay a Damage Investigation Fee if one has not already been paid relating to the incident.
- 7.3 **RESERVED.**

- 7.4 To the fullest extent compliant with applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages
- a. In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both Customer and USIC, the loss or expense shall be borne by each party in proportion to its degree of fault.
- 7.5 USIC (the "Indemnifying Party") shall indemnify, hold harmless or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by the acts or omissions of the USIC or its officers, employees or agents. Any party seeking defense and/or indemnity under this Section must provide notice to the other party as promptly as possible upon becoming aware of the incident for which defense and/or indemnity is being sought; failure to prompt notice waives the party's right to be an Indemnified Party under this Contract.

## 8. Price Revisions

- 8.1 At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit A shall be increased annually by 5%, not to exceed the total Contract amount set forth in Section 3.5.
- 8.2 Fuel Surcharge
- 8.2.1 In accordance with the Contract amount limitation set forth in Section 3.5, USIC will assess and invoice a monthly fuel surcharge per the schedule below, measured each calendar month. The Average Fuel Price per Gallon will be based on "U.S. Regular All Formulations Retail Gasoline Prices" (Monthly View) at [https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM\\_EPMR\\_PTE\\_NUS\\_DPG&f=M](https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMR_PTE_NUS_DPG&f=M). The corresponding surcharge amount will be multiplied by the quantity of billed Tickets ("Initial Charges" only, defined hereinafter) in the month. For example, if the average fuel price per gallon for a given month warranted a fuel surcharge, USIC would invoice the respective fuel surcharge against billable Tickets for that same month (1,000 Billable Tickets X \$0.30 Fuel Surcharge = \$300 total).

| Average Fuel Price per Gallon   | Fuel Surcharge per Billed Ticket (Initial Charges) |
|---------------------------------|--|
| <\$3.000                        | No Surcharge                                       |
| \$3.000 - \$3.499               | \$0.15   |
| \$3.500 - \$3.999               | \$0.30   |
| \$4.000 - \$4.499               | \$0.45   |
| \$4.500 - \$4.999               | \$0.60   |
| \$5.000 - \$5.499               | \$0.75   |
| \$5.500 - \$5.999               | \$0.90   |
| For each additional \$0.50 tier | Add \$0.15 from previous tier's surcharge amount   |

- 8.2.2 "Initial Charges" include but are not limited to Per Ticket, Emergency Normal Hours, Emergency After Hours, etc. Fuel surcharges will not be applied to incremental billed units that result from extended time spent on a Ticket.
- 8.2.3 If surcharges are assessed, USIC reserves the right to include the fuel surcharges on a customer's standard invoice or on a separate invoice in a period following the close of the month.
- 8.2.4 Standard payment terms apply to stand-alone fuel surcharge invoices.
- 8.3 Labor Escalation



- 8.3.1 In accordance with the Contract amount limitation set forth in Section 3.5, USIC will assess supplemental annual price increases (combined with standard annual price increases) related to the cost of labor per the U.S. Bureau of Labor Statistics Employment Cost Index: Total Compensation for Private Industry Workers in Service Occupations. If the annual percent change for the labor index reaches 3.5% (index average from 2018 – 2020 was 3.5%), then USIC will assess an additional price increase per the table below.

| Average Change from Prior Year (%) | Additional Price Increase               |
|------------------------------------|---|
| <3.50%                             | No Additional Price Increase            |
| 3.50% - 4.49%                      | 0.60%                                   |
| 4.50% - 5.49%                      | 1.20%                                   |
| 5.50% - 6.49%                      | 1.80%                                   |
| 6.50% - 7.49%                      | 2.40%                                   |
| 7.50% - 8.49%                      | 3.00%                                   |
| 8.50% - 9.49%                      | 3.60%                                   |
| For each additional 1% tier        | Add 0.60% from previous tier's increase |

- 8.3.2 USIC will use the most recent 4 quarters available at the contract renewal date.

- 8.3.3 To calculate the Average Change from Prior Year (%):

- Go to <https://fred.stlouisfed.org/series/CIU20100003000001>
  - Click Edit Graph
  - Change Units to "Percent Change from a Year Ago"
  - Change Modify frequency to "Quarterly"
  - Close sidebar
  - Click Download and choose Excel
  - Average 4 most recent quarters
- Example: 2021 Average = 5.48%
- 2021 Q1: 3.94%
  - 2021 Q2: 4.82%
  - 2021 Q3: 6.10%
  - 2021 Q4: 7.07%

- 8.3.4 In the example where the labor index average increase was 5.48%, ABC Company would fall into the 4.50% - 5.49% tier. If they have a fixed annual price increase, the price increase would rise by 1.20% (annual price increase + 1.20% price increase for labor) for that year.

#### 8.4 RESERVED.

- 8.5 Additionally, USIC shall notify Customer if USIC becomes aware of any regulatory, judicial, or 811 process-related changes that affects the amount of time it takes USIC to provide Locate Services in response to Ticket(s), including but not limited to adjustment of the Ticket parameters or make-up.

### 9. Environmental Health and Safety Matters

- 9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
- 9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.
- 9.3 Customer shall procure upon USIC's request of any high speed and/or high-density roadways which will require underground Locate Services to be performed with Work Zone Protection and/or Lane Closures as defined in the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway

Administration. These notifications shall result in specific joint Customer and USIC plans to achieve work zone protection. These situations may result in the Customer or USIC subcontracting such services in a timely manner such that USIC's workforce will be able to accomplish all other Statement of Work requirements for those notification Tickets, with no penalties for late completion.

- 9.4 Telecommunications Vault or Manhole Entry shall only be utilized for cable, fiber, and telecommunications Locating Services. USIC personnel are authorized to only enter telecommunications manhole vaults when a second person is onsite, but not inside the manhole vault, in a supporting safety role. No other type of Manhole Entry for any other utility shall be performed by USIC.
- 9.5 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.
- 9.6 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.
- 9.7 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.
- 9.8 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.
- 9.9 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- 9.10 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:
  - 9.10.1 Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
  - 9.10.2 Information about the design and operation of the Customer's installations that USIC needs;
  - 9.10.3 Arc flash studies;
  - 9.10.4 Ground fault studies;
  - 9.10.5 Hand hole, manhole, and utility vault details; and
  - 9.10.6 Danger poles tagging
- 9.11 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.
- 9.12 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.

## 9.13 RESERVED.

10. Employment

10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, pregnancy, childbirth and related medical conditions, genetic information, military service, citizenship, veteran status, or any other basis protected by applicable federal, state or local law.

10.2 RESERVED.

10.3 RESERVED.

11. Insurance

11.1 If the services contemplated under this Contract will be performed on or in City facilities or property, USIC shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City of Santa Fe as an additional insured. USIC provides the following insurance coverage:

| INSURANCE COVERAGE              |   | LIMITS          |
|---------------------------------|---|-----------------|
| Workers Compensation            |   | Statutory Limit |
| Employers' Liability            |   |                 |
|                                 | Each Accident   | \$1,000,000     |
|                                 | Disease, Policy Limit   | \$1,000,000     |
|                                 | Disease, Each Employee  | \$1,000,000     |
| Comprehensive General Liability |   |                 |
|                                 | Each Occurrence   | \$2,000,000     |
|                                 | (bodily injury, advertising injury, personal injury and advertising injury) |                 |
|                                 | General Aggregate   | \$8,000,000     |
|                                 | Products Completed Operations Aggregate                                     | \$8,000,000     |
|                                 | Medical Limits  | Not Covered     |
|                                 | Damages to Premises Rented to You Limit                                     | \$1,000,000     |
| Automobile Liability CSL        |   | \$5,000,000     |
| Cyber                           |   | \$5,000,000     |

12. Dispute Resolution

12.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 12.

12.2 Prior to initiating litigation or mediation of a dispute under this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 12 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after

such meeting is requested, or such later date as may be mutually agreed, either party may pursue formal resolution as set forth below.

- 12.3 If a dispute has not been resolved by negotiation pursuant to Section 12.2 or if the Parties failed to meet for the first time within twenty (20) days of a party requesting a negotiation meeting pursuant to Section 12.2, then either Party may initiate: (1) mediation or litigation for disputes of \$250,000 or less, including costs; or (2) litigation for disputes over \$250,000. Any matter initiated in mediation: (1) shall be in accordance with the New Mexico Mediation Procedures Act, NMSA 1978, secs. 44-7b-1 through 44-7b-6. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

13. Non-Solicitation

- 13.1 Customer agrees that during the term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been employed by USIC within the last six (6) months. The only exception to this provision shall be a publicly posted position by Customer, and a USIC employee responds to that public posting.

14. Force Maieure

- 14.1 Neither party shall be deemed to be in default of this Contract to the extent that any failure, delay, or substantial hinderance to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as:
- 14.1.1 strikes, lock-outs or other industrial disputes at a national level or by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works;
  - 14.1.2 embargoes, riot, war, hostilities, acts of terrorism, civil war, rebellion, requisition or compulsory acquisition by any governmental or competent authority;
  - 14.1.3 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - 14.1.4 acts of God, earthquakes, flood, storm, hurricane, fire, sinkholes, unusually severe weather conditions or strikes or other physical natural disaster;
  - 14.1.5 pandemics, epidemics and quarantine or governmental action related to such;
  - 14.1.6 compliance with any law or governmental order, rule, regulation or direction;
  - 14.1.7 theft, burglary or malicious acts of third parties; and
  - 14.1.8 any other events including emergencies and non-emergencies.
- 14.2 If USIC claims that it is prevented, delayed, or substantially hindered from performing their obligations delayed by such a cause, it shall promptly notify Customer, and Customer shall be entitled to obtain replacement Locate Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

15. Contract Choice of Law, Modification, and Assignment

- 15.1 USIC shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of City of Santa Fe. In any action, suit or legal dispute arising from this Contract, USIC agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.
- 15.2 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.

- 15.3 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least sixty (60) days' advance notice and the prior written consent of USIC.

16. Contract Entirety

- 16.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

17. Severability Clause

- 17.1 In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

18. Contract Notification

- 18.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

18.1.1 USIC authorized representative:  
USIC Locating Services, LLC  
Attn: Contracts  
9045 River Road, Suite 200  
Indianapolis, IN 46240  
[contracts@usiclcl.com](mailto:contracts@usiclcl.com)

18.1.2 Customer authorized representative:  
Attn: Wastewater Management  
Ben Sandoval  
73 Paseo Real  
Santa Fe, NM 87507  
505-955-4623  
[basandoval@santafenm.gov](mailto:basandoval@santafenm.gov)  
Public Works Department

Water Division

19. New Mexico Tort Claims Act

- 19.1 Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

20. Appropriations

- 20.1 The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the last signature by the required approval authorities below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:



NAME Sean Lepsky

VP of Regional & Inside Sales  
TITLE

DATE: 3.20.2023

CRS#0309914008

Registration # 233932

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK XIV

GB MTG 05/10/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Mar 14, 2023 13:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (May 12, 2023 17:44 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org.Name/Org.#



|                                     |  |
|-------------------------------------|--|
| Log # {Finance use <u>only</u> }:   |  |
| Batch # {Finance use <u>only</u> }: |  |

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME<br>PUD/Waste Water/ Collections                                      |         |        |         |                              | DATE<br>4/19/23              |  |
|---|---------|--------|---------|------------------------------|------------------------------|--|
| ITEM DESCRIPTION  | ORG     | OBJECT | PROJECT | INCREASE                     | DECREASE                     |  |
| <u>EXPENDITURES</u>   |         |        |         | {enter as <u>positive</u> #} | {enter as <u>negative</u> #} |  |
| Professional Contracts  | 5000362 | 510300 |         | 250,000                      |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
| <u>REVENUES</u>   |         |        |         | {enter as <u>negative</u> #} | {enter as <u>positive</u> #} |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
|   |         |        |         |                              |                              |  |
| <b>JUSTIFICATION:</b> (use additional page if needed)<br>--Attach supporting documentation/memo |         |        |         | \$ 250,000                   | \$ -                         |  |

|   |   |                                  |
|---|---|----------------------------------|
| Budget Increase from Cash Balance in WWMD Enterprise Fund | {Complete section below if BAR results in a net change to ANY Fund} |                                  |
| USIC Locating Services, LLC. Contract for FY 2024         | Fund(s) Affected  | Fund Balance Increase/(Decrease) |
|   | 500   | (250,000)                        |
|   |   |                                  |
|   |   |                                  |
| <b>TOTAL:</b>   |   | <b>(250,000)</b>                 |

|   |                 |  |  |                              |      |
|---|-----------------|--|--|------------------------------|------|
| Maya Martinez<br>Prepared By {print name}                 | 4/19/23<br>Date | {Use this form for Finance Committee/<br>City Council agenda items ONLY} | Andy Hopkins<br>Andy Hopkins (Apr 19, 2023 16:22 MDT)                    | 4/19/23<br>Date              |      |
| Michael Dozier<br>Michael Dozier (Apr 19, 2023 11:26 MDT) | 4/19/23<br>Date | <b>CITY COUNCIL APPROVAL</b>   |  | Budget Officer               |      |
| Division Director Signature {optional}                    | Date            | City Council Approval Date   | <div style="border: 1px solid black; width: 100px; height: 30px;"></div> | Finance Director {≤ \$5,000} | Date |
| Department Director Signature                             | Date            | Agenda Item #:   | <div style="border: 1px solid black; width: 100px; height: 30px;"></div> | City Manager {≤ \$60,000}    | Date |

**Signature:** P. Fred Heerbrandt, P.E.  
P. Fred Heerbrandt, P.E. (Apr 19, 2023 11:08 MDT)

**Email:** pfheerbrandt@santafenm.gov

**Exhibit A**

USIC Locating Services, LLC shall provide Services:

In the State of New Mexico

Member Codes (state One Call CDC or Customer Description Codes): SFWW, SFPW,

USIC Locating Services, LLC Pricing:

|                 |  |
|-----------------|--|
| <b>\$ 14.00</b> | <b>Per Ticket Received from the One Call - Per Member Code</b>                     |
| <b>\$ 29.00</b> | <b>Per Normal Business Hour Emergency Call Out Ticket - Per Member Code</b>        |
| <b>\$ 49.00</b> | <b>Per After Hour Emergency Call Out Ticket - Per Member Code</b>                  |
| <b>\$ 15.00</b> | <b>Project Price per ¼ Hour for locates exceeding 30 minutes - Per Member Code</b> |
| <b>\$ 15.00</b> | <b>Watch and Protect per ¼ Hour - Per Member Code</b>                              |
| <b>\$275.00</b> | <b>Damage Investigation Fee - Per Member Code</b>                                  |



October 20, 2022

**Sent via email to: [jackhaake@usicllc.com](mailto:jackhaake@usicllc.com)**

Jack Haake  
USIC Locating Service, LLC  
9045 N. River Road #300  
Indianapolis, IN 46240

Re: Underground Utility Location Services  
BuyBoard Contract 632-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Underground Utility Location Services, Contract 632-20, for which the current term is set to expire November 30, 2022. At this time, the BuyBoard is renewing your contract through November 30, 2023. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [melonie.perry@tasb.org](mailto:melonie.perry@tasb.org) prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [melonie.perry@tasb.org](mailto:melonie.perry@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Melonie Perry  
Contract Administrator

final renewal v.02.13.2020

P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

October 22, 2020

Sent Via Email: neilpunt@usicllc.com

Neil Punt  
USIC Locating Services, LLC  
9045 N. River Road #300  
Indianapolis, IN 46240

Welcome to BuyBoard!

**Re: Notice of The Local Government Purchasing Cooperative Award**

**Proposal Name and Number:** Underground Utility Location Services, Proposal No. 632-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2020 through 11/30/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 632-20 on the following web-site: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

**You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to [info@buyboard.com](mailto:info@buyboard.com) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order [info@buyboard.com](mailto:info@buyboard.com) and note it as **RECORD ONLY** to prevent duplication.

**As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.**

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,



Arturo Salinas  
Department Director, Cooperative Procurement  
v.6.5

October 22, 2020

Sent Via Email: neilpunt@usicllc.com

Neil Punt  
USIC Locating Services, LLC  
9045 N. River Road #300  
Indianapolis, IN 46240

Welcome to BuyBoard!

**Re:** Notice of National Purchasing Cooperative Award

**Proposal Name and Number:** Underground Utility Location Services, Proposal No. 632-20

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2020 through 11/30/2021, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to [info@buyboard.com](mailto:info@buyboard.com) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.**

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Arturo Salinas  
Department Director, Cooperative Procurement  
v65



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

## **PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Underground Utility  
Location Services

**Proposal Due Date/Opening Date and Time:**  
July 21, 2020 at 4:00 PM

**Proposal Number:** 632-20

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** December 1, 2020  
through November 30, 2021 with two (2) possible  
one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
October 2020

USIC Locating Services, LLC

Name of Proposing Company

7-17-20

Date

9045 N. River Road #300

Street Address

Signature of Authorized Company Official

Indianapolis, IN 46240

City, State, Zip

Brian Wimberger

Printed Name of Authorized Company Official

612-290-6577

Telephone Number of Authorized Company Official

Vice President - Sales

Position or Title of Authorized Company Official

317-663-0708

Fax Number of Authorized Company Official

01-0959298

Federal ID Number





The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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### **VENDOR CONTACT INFORMATION**

Name of Company: USIC Locating Services, LLC

Vendor Proposal/Contract Contact Name: Neil Punt

Vendor Proposal/Contract Contact E-mail Address: neilpunt@usicllc.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 800 Buffalo Court, Crowley, TX 76036

Company Website: www.usicllc.com

**Purchase Orders:** All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

**Please select options below for receipt of purchase orders and provide the requested information:**

☒ I will use the internet to receive purchase orders at the following address:  
Purchase Order E-mail Address: neilpunt@usicllc.com  
Purchase Order Contact: Neil Punt Phone: 817-944-8739  
Alternate Purchase Order E-mail Address: N/A  
Alternate Purchase Order Contact: N/A Phone: N/A

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: neilpunt@usicllc.com  
RFQ Contact: Neil Punt Phone: 817-944-8739  
Alternate RFQ E-mail Address: N/A  
Alternate RFQ Contact: N/A Phone: N/A



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**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: PO Box 713359 Department: Accounts Receivable  
City: Cincinnati State: OH Zip Code: 45271  
Contact Name: USIC Billing Phone: 317-575-7820  
Invoice Fax: 317-575-7881 Invoice E-mail Address: usicbilling@usicllc.com  
Alternative Invoice E-mail Address: N/A

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent\*\*:

Billing agent Mailing address: N/A Department: N/A  
City: N/A State: N/A Zip Code: N/A  
Billing Agent Contact Name: N/A Phone: N/A  
Billing Agent Fax: N/A Billing Agent E-mail Address: N/A  
Alternative Billing Agent E-mail Address: N/A

**\*\* If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



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## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)  
☒ My company is not owned or operated by anyone who has been convicted of a felony.  
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s): N/A

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

USIC Locating Services, LLC

Company Name

Brian Wimberger

Signature of Authorized Company Official

Brian Wimberger

Printed Name

### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

USIC Locating Services, LLC

Company Name

Brian Wimberger

Signature of Authorized Company Official

Brian Wimberger

Printed Name



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## **RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.
- ☒ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

USIC Locating Services, LLC  
Company Name  
Indianapolis  
City

9045 N. River Road #300  
Address  
IN 46240  
State Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ N/A or N/A %

## **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

USIC Locating Services, LLC  
Company Name

Signature of Authorized Company Official

Brian Wimberger  
Printed Name



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## **NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

USIC Locating Services, LLC

Company Name

Signature of Authorized Company Official

Brian Wimberger

Printed Name

***Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.***

## **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

USIC Locating Services, LLC

Company Name

Signature of Authorized Company Official

Brian Wimberger

Printed Name



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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. §101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

---

**Name of Certifying Agency:**

---

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**USIC Locating Services, LLC**

Company Name

**Brian Wimberger**

Printed Name

Signature of Authorized Company Official





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## **CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

**USIC Locating Services, LLC**

Company Name

A handwritten signature in black ink that reads "Brian Wimberger". The signature is written in a cursive, flowing style.

Signature of Authorized Company Official

**Brian Wimberger**

Printed Name

**7-17-20**

Date



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## **DEVIATION AND COMPLIANCE**

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations  
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

N/A

### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☒ Other:

Shipping is not required for these services

2. Payment Terms: ☐ Net 30 days ☐ 1% in 10/Net 30 days ☒ Other:

Net 15

3. Number of Days for Delivery: N/A ARO

4. Vendor Reference/Quote Number: N/A

5. State your return policy: N/A

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

USIC Locating Services, LLC

Company Name

Signature of Authorized Company Official

Brian Wimberger

Printed Name



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## **LOCATION / AUTHORIZED SELLER LISTINGS**

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

N/A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

N/A

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



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## **MANUFACTURER DEALER DESIGNATION**

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

N/A

Designated Dealer Address

N/A

City

N/A

State

N/A

Zip

N/A

Phone Number

N/A

Fax Number

N/A

Email address

N/A

Designated Dealer Tax ID Number\* (**\*attach W-9**)

N/A

Designated Dealer Contact Person

USIC Locating Services, LLC

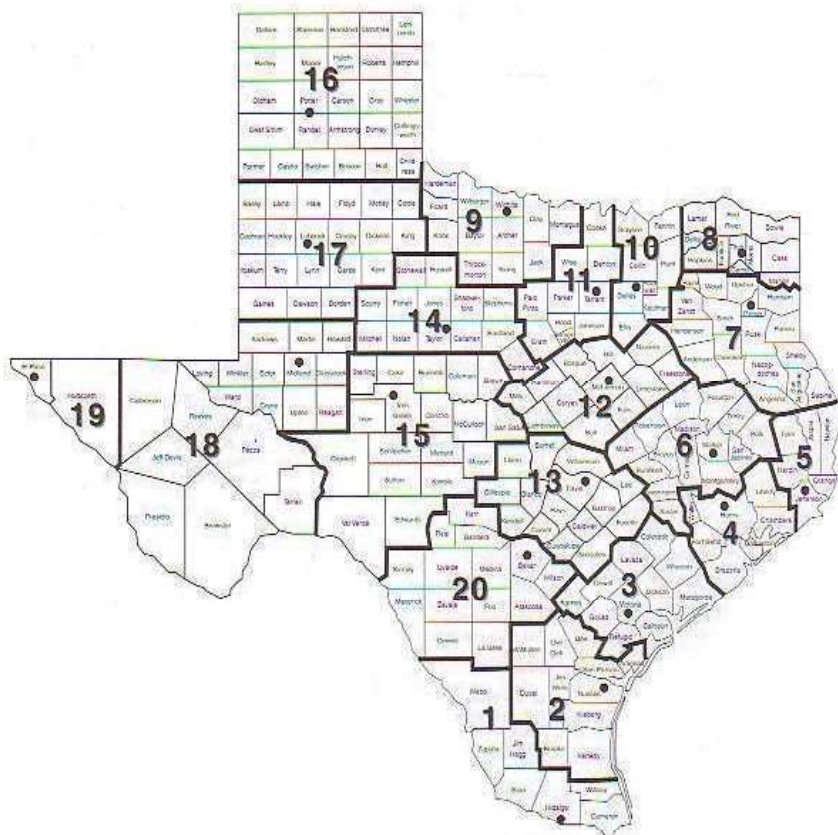
Your Company Name

Signature of Authorized Company Official

## TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- ☒ **I will service Texas Cooperative members statewide.**
- ☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

### Region and Headquarters

- ☐ 1 Edinburg
- ☐ 2 Corpus Christi
- ☐ 3 Victoria
- ☐ 4 Houston
- ☐ 5 Beaumont
- ☐ 6 Huntsville
- ☐ 7 Kilgore
- ☐ 8 Mount Pleasant
- ☐ 9 Wichita Falls
- ☐ 10 Richardson
- ☐ 11 Fort Worth
- ☐ 12 Waco
- ☐ 13 Austin
- ☐ 14 Abilene
- ☐ 15 San Angelo
- ☐ 16 Amarillo
- ☐ 17 Lubbock
- ☐ 18 Midland
- ☐ 19 El Paso
- ☐ 20 San Antonio

USIC Locating Services, LLC

Company Name

*Brian Wimberger*

Signature of Authorized Company Official

Brian Wimberger

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

N/A

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## **STATE SERVICE DESIGNATION**

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

***If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.***

Please check (✓) all that apply:

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

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



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

**USIC Locating Services, LLC**

Company Name

A handwritten signature in black ink that reads "Brian Wimberger".

**Brian Wimberger**

Signature of Authorized Company Official

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

N/A





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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

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

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

USIC Locating Services, LLC

Name of Vendor

A handwritten signature in dark ink, appearing to read "Brian Wimberger", written over a horizontal line.

Signature of Authorized Company Official

632-20

Proposal Invitation Number

Brian Wimberger

Printed Name of Authorized Company Official

7-17-20

Date



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## **FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE**

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ N/A. (The period of the 12 month period is N/A / N/A). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

| PURCHASING GROUP                           | CURRENT VENDOR? (Y/N) | FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR | AWARDED COMMODITY CATEGORY(IES) |
|--|-----------------------|---|---------------------------------|
| 1. Federal General Services Administration | N                     |   |                                 |
| 2. T-PASS (State of Texas)                 | N                     |   |                                 |
| 3. OMNIA Partners                          | N                     |   |                                 |
| 4. Sourcewell (NJPA)                       | N                     |   |                                 |
| 5. E&I Cooperative                         | N                     |   |                                 |
| 6. Houston-Galveston Area Council (HGAC)   | N                     |   |                                 |
| 7. Choice Partners                         | N                     |   |                                 |
| 8. The Interlocal Purchasing System (TIPS) | N                     |   |                                 |
| 9. Other                                   | N/A                   |   |                                 |

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

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): N/A

Proposed Discount (%): N/A

Explanation: N/A



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---

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

USIC Locating Services, LLC

Company Name

A handwritten signature in black ink that reads "Brian Wimberger". The signature is written in a cursive, flowing style.

Signature of Authorized Company Official

Brian Wimberger

Printed Name



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## **GOVERNMENTAL REFERENCES**

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

| <b>Entity Name</b>         | <b>Contact</b>      | <b>Phone#</b> | <b>Email Address</b>                | <b>Discount</b> | <b>Quantity/<br/>Volume</b> |
|----------------------------|---------------------|---------------|-------------------------------------|-----------------|-----------------------------|
| 1. City of Denton, TX,     | Darrell Washington, | 940-349-7311, | darrell.washington@cityofdenton.com | 0%              | \$200,000                   |
| 2. Garland ISD,            | Saji Thomas,        | 214-276-4178, | sthomas@garlandisd.net,             | 0%              | \$76,000                    |
| 3. New Boston ISD,         | Tim Williams,       | 905-628-8994, | twilliams@nbschools.net,            | 0%              | \$19,000                    |
| 4. Ennis ISD,              | Scott Short,        | 972-872-7035, | scott.short@ennisk12.tx.us,         | 0%,             | \$17,000                    |
| 5. City of Midlothian, TX, | Mike Weiss,         | 972-775-7111, | mike.weiss@midlothiantx.us,         | 0%,             | \$39,000                    |

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

Our pricing is based on numerous factors, mainly the facilities we are locating,  
ticket volume, location, etc.

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

**USIC Locating Services, LLC**

Company Name

Signature of Authorized Company Official

**Brian Wimberger**

Printed Name



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## **MARKETING STRATEGY**

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

After our proposal is accepted, we will provide a robust marketing plan to all public entities (municipalities, school districts, etc. within the State of Texas advising them of our active contract with the BuyBoard for our services. We are asked monthly by public entities if we are members of the BuyBoard, that is why we have sought this opportunity for the past two years. Members will be informed of the simplicity of utilizing our contract vs. the cost and expenses of going out to bid, negotiating contracts, etc. We look forward to the opportunity to work with the Cooperative and its many members not only in Texas but throughout the United States as well with piggybacking opportunities.

**USIC Locating Services, LLC**

Company Name

A handwritten signature in black ink that reads "Brian Wimberger".

Signature of Authorized Company Official

**Brian Wimberger**

Printed Name



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## **CONFIDENTIAL/PROPRIETARY INFORMATION**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

N/A

(Attach additional sheets if needed.)





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**B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



**NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



**YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: N/A

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

**D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

USIC Locating Services, LLC

Company Name

Signature of Authorized Company Official

Brian Wimberger

Printed Name

7-17-20

Date



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## **VENDOR BUSINESS NAME**

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** USIC Locating Services, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

### **Type of Business:**

Individual/Sole Proprietor \_\_\_\_\_

Corporation \_\_\_\_\_

Limited Liability Company ☒ \_\_\_\_\_

Partnership \_\_\_\_\_

Other \_\_\_\_\_

If other, identify \_\_\_\_\_

**State of Incorporation** (if applicable): Indiana

**Federal Employer Identification Number:** 01-0959298

*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

USIC Locating Services, LLC

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

|  |   |   |
|--|---|---|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>USIC HOLDINGS, INC</b>  |   |
|  | 2 Business name/disregarded entity name, if different from above<br><b>USIC LOCATING SERVICES LLC</b>   |   |
|  | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input checked="" type="checkbox"/> C Corporation<br><input type="checkbox"/> S Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ► _____ |   |
|  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i>   |   |
|  | 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>P O BOX 713359</b>  | Requester's name and address (optional) |
|  | 6 City, state, and ZIP code<br><b>CINCINNATI, OH 45271-3359</b>   |   |
|  | 7 List account number(s) here (optional)  |   |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| Social security number         |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
|                                |   |   | - |   |   |   | - |   |   |
| or                             |   |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |   |
| 0                              | 1 | - | 0 | 9 | 5 | 9 | 2 | 9 | 8 |

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|           |  |                      |
|-----------|--|----------------------|
| Sign Here | Signature of U.S. person ►  | Date ► <b>8/8/19</b> |
|-----------|--|----------------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



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## **EDGAR VENDOR CERTIFICATION**

### **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

#### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

#### **2. Termination for Cause or Convenience:**

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

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



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### **3. Equal Employment Opportunity:**

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

---

### **4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [wdol.gov](http://wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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### **5. Contract Work Hours and Safety Standards Act:**

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

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### **6. Right to Inventions Made Under a Contract or Agreement:**

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

Vendor agrees to comply with the above requirements when applicable.





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**7. Clean Air Act and Federal Water Pollution Control Act:**

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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**9. Byrd Anti-Lobbying Amendment:**

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

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**10. Procurement of Recovered Materials:**

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

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**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.





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## 12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

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

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

USIC Locating Services, LLC

Company Name

Signature of Authorized Company Official

Brian Wimberger

Printed Name



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## **PROPOSAL INVITATION QUESTIONNAIRE**

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

USIC has been the industry leader in private utility locating since 1979. 41 years later  
continue advance the industry through our proprietary software solutions.

USIC is owned by Partner's Group who has over 94 billion in assets under management.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

With over 7,500 boots on the ground, USIC has the assets and experience to take on any new  
business. Last year alone we responded to more than 75 million utility locate requests.

Although we are by far the largest and most robust private locating firm in the world, we are still small.

Our employees work and protect the communities they live in and each customer is provided a direct POC.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

USIC is financially stable and can provide a full audit of our financials if required. Last  
year we had over \$1,000,000,000.00 in revenue and work with some of the largest

corporations in the world protecting their infrastructure. We have NEVER filed Bankruptcy, receivership, or insolvency.



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

We do not have any outstanding financial judgements and are not currently in default on any loan or financing agreement. Credit references will be provided if necessary.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

We have not failed to complete or deliver work, or been terminated for such in the past 10 years.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

We have not had any litigation or other legal procedures brought against USIC, our owners or previous owners in the past ten years in regards to contracts of similiar nature to this one or work contemplated under this contract

**By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.**

**USIC Locating Services, LLC**

Company Name

Signature of Authorized Company Official



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## **REQUIRED FORMS CHECKLIST**

(Please check (√) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Proposal Specifications** *(Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with proposal response or response will not be considered.)*
- ☒ Completed: **Required Forms Checklist**



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## **PROPOSAL SPECIFICATION SUMMARY**

**The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).**

1. Discount (%) off catalog/pricelist for **Underground Location Services for Electric Utilities** (services to include on-site location services, dispatch call center client access, damage prevention programs and services, GPS digital photos and mapping applications and tools).
2. Discount (%) off catalog/pricelist for **Underground Location Services for Gas (transmission/distribution) Utilities** (services to include on-site location services, dispatch call center client access, damage prevention programs and services, GPS digital photos and mapping applications and tools).
3. Discount (%) off catalog/pricelist for **Underground Location Services for Water and Sewer Utilities** (services to include on-site location services, dispatch call center client access, damage prevention programs and services, GPS digital photos and mapping applications and tools).
4. Discount (%) off catalog/pricelist for **Underground Location Services for Communications, Fiber Optic and Cable TV Utilities** (services to include on-site location services, dispatch call center client access, damage prevention programs and services, GPS digital photos and mapping applications and tools).
5. Discount (%) off catalog/pricelist for **Underground Location Services for All Other Types of Utilities** (services to include on-site location services, dispatch call center client access, damage prevention programs and services, GPS digital photos and mapping applications and tools).



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3203830

Contractor: USIC Locating Services, LLC

Description: Location and marking services for City Public Utilities Department and Public Works Department 's underground utilities prior to excavation work.

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: \_\_\_\_\_ Term End Date: \_\_\_\_\_

☐ Approved by Council Date: \_\_\_\_\_

**Contract / Lease:** BuyBoard Agreement - 632-20

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** \_\_\_\_\_

*Andy Hopkins*

Purchasing Officer Review: \_\_\_\_\_

Apr 21, 2023

Date: \_\_\_\_\_

Comment & Exceptions: Procured via current BuyBoard contract which terms November 2023

4. **Funding Source:** Various

*Andy Hopkins*

Andy Hopkins (Apr 20, 2023 13:28 MDT)

Budget Officer Approval: \_\_\_\_\_

**Org / Object:** Various

Apr 20, 2023

Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

**Staff Contact who completed this form:** P. Fred Heerbrandt, P.E. Phone # 505-955-4623

Email: pfheerbrandt@santafenm.gov

**To be recorded by City Clerk:**

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

ITT Representative (attesting that all information is reviewed)

Title

Date





## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: USIC Locating Services LLC

Procurement Title: Location & Marking Services for Public Utilities & Public Works Department for +

Procurement Method: State Price Agreement ☐ Cooperative ☒ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☒

Department Requesting Public Utilities / Public + Staff Name Paul Heerbrandt & Regina Wheeler

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

|                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Approved Procurement Checklist (by Purchasing)                                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | State Price Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RFP   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation Committee Report   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ITB   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Bib Tab   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes)   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Cooperative Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form                                    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Contractors Exempt Letter   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement                           |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Executed Contract, Agreement or Amendment                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Current Business Registration and CRS numbers on contract or agreement        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Summary of Contracts and Agreements form                                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Certificate of Insurance  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | All documentation presented to Committees                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other:  |

Amanda Archuleta - Contracts Administrator - 11/29/2022

|   |                      |              |
|---|----------------------|--------------|
| Department Rep Printed Name (attesting that all information included) | Title                | Date         |
|   | Contracts Supervisor | Apr 21, 2023 |
| Purchasing Officer (attesting that all information is reviewed)       | Title                | Date         |

Include all other substantive documents and records of communication that pertain to the procurement and contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2023

4/4/2023

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).

| <b>PRODUCER</b> Lockton Companies<br>1185 Avenue of the Americas, Suite 2010<br>New York NY 10036<br>646-572-7300 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No. Ext):</b><br><b>E-MAIL ADDRESS:</b><br><b>FAX (A/C, No):</b>   |                               |  |        |             |                                   |       |             |                                   |       |             |                              |       |             |                       |  |             |                        |  |             |  |  |
|---|---|-------------------------------|--|--------|-------------|-----------------------------------|-------|-------------|-----------------------------------|-------|-------------|------------------------------|-------|-------------|-----------------------|--|-------------|------------------------|--|-------------|--|--|
| <b>INSURED</b> 1431708 USIC LOCATING SERVICES, LLC<br>9045 N RIVER ROAD, SUITE 200<br>INDIANAPOLIS IN 46240       | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B :</td><td>American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER C :</td><td>Navigators Insurance Company</td><td>42307</td></tr><tr><td>INSURER D :</td><td>Lloyds Syndicate 2623</td><td></td></tr><tr><td>INSURER E :</td><td colspan="2">--- SEE ATTACHMENT ---</td></tr><tr><td>INSURER F :</td><td colspan="2"></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : | Zurich American Insurance Company | 16535 | INSURER B : | American Zurich Insurance Company | 40142 | INSURER C : | Navigators Insurance Company | 42307 | INSURER D : | Lloyds Syndicate 2623 |  | INSURER E : | --- SEE ATTACHMENT --- |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE   |   | NAIC #                        |  |        |             |                                   |       |             |                                   |       |             |                              |       |             |                       |  |             |                        |  |             |  |  |
| INSURER A :   | Zurich American Insurance Company   | 16535                         |  |        |             |                                   |       |             |                                   |       |             |                              |       |             |                       |  |             |                        |  |             |  |  |
| INSURER B :   | American Zurich Insurance Company   | 40142                         |  |        |             |                                   |       |             |                                   |       |             |                              |       |             |                       |  |             |                        |  |             |  |  |
| INSURER C :   | Navigators Insurance Company  | 42307                         |  |        |             |                                   |       |             |                                   |       |             |                              |       |             |                       |  |             |                        |  |             |  |  |
| INSURER D :   | Lloyds Syndicate 2623   |                               |  |        |             |                                   |       |             |                                   |       |             |                              |       |             |                       |  |             |                        |  |             |  |  |
| INSURER E :   | --- SEE ATTACHMENT ---  |                               |  |        |             |                                   |       |             |                                   |       |             |                              |       |             |                       |  |             |                        |  |             |  |  |
| INSURER F :   |   |                               |  |        |             |                                   |       |             |                                   |       |             |                              |       |             |                       |  |             |                        |  |             |  |  |

**COVERAGES** 1 **CERTIFICATE NUMBER:** 19478905 **REVISION NUMBER:** XXXXXXXX

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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> SIR \$2,000,000<br><input checked="" type="checkbox"/> XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y  | N        | GLO 9441413-08  | 1/1/2023                | 1/1/2024                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ Not Applicable<br>PERSONAL & ADV INJURY \$ 4,000,000<br>GENERAL AGGREGATE \$ 8,000,000<br>PRODUCTS - COMP/OP AGG \$ 8,000,000<br>\$ |
| A           | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  | Y  | N        | BAP 9441414-08  | 1/1/2023                | 1/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
| B           | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0  | N  | N        | NY23EXC740722IV   | 1/1/2023                | 1/1/2024                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$ XXXXXXXX   |
| C<br>A<br>C | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N | N/A      | WC 9441411-08 (DED)<br>WC 9441412-08 (RETRO MA WI)<br>EXCLUDES TX | 1/1/2023<br>1/1/2023    | 1/1/2024<br>1/1/2024    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| D           | <b>CYBER LIABILITY</b>  | N  | N        | W32D6B220101  | 7/1/2022                | 7/1/2023                | LIMIT: \$5,000,000  |
| E           | <b>EXCESS</b>   |  |          | See attached  | 1/1/2023                | 1/1/2024                | SEE ATTACHED  |

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

City of Santa Fe is included as Additional Insured on General and Auto Liability as required by written contract.

## CERTIFICATE HOLDER

**19478905**

City of Santa Fe  
Public Works Department  
PO Box 909  
Santa Fe, NM 87504-909

## CANCELLATION

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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**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** USIC LOCATING SERVICES, LLC  
DBA: USIC

**Business Location:** 9045 N RIVER RD STE. 200  
INDIANAPOLIS, IN 46131

**Owner:** USIC LOCATING SERVICES, LLC

**License Number:** 233932

**Issued Date:** November 22, 2022

**Expiration Date:** November 22, 2023

**CRS Number:** 03099104008

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

USIC LOCATING SERVICES, LLC  
9045 N RIVER RD STE. 200  
INDIANAPOLIS, IN 46131

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**

# GB PWD USIC Locating Services Contract

Final Audit Report

2023-04-20

|                 |  |
|-----------------|--|
| Created:        | 2023-04-20                                       |
| By:             | Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us) |
| Status:         | Signed   |
| Transaction ID: | CBJCHBCAABAAAtCDaQpVKDluo307Tu9PqwaQ80f__E_0j    |

## "GB PWD USIC Locating Services Contract" History

 Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)

2023-04-20 - 5:00:59 PM GMT- IP address: 63.232.20.2

 Document emailed to rawheeler@santafenm.gov for signature

2023-04-20 - 5:03:56 PM GMT

 Email viewed by rawheeler@santafenm.gov

2023-04-20 - 5:05:03 PM GMT- IP address: 104.47.64.254

 Signer rawheeler@santafenm.gov entered name at signing as RW

2023-04-20 - 5:17:55 PM GMT- IP address: 63.232.20.2

 Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2023-04-20 - 5:17:57 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2023-04-20 - 5:17:57 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.











# 23-0219 USIC Loading Services GB PUD WWMD

Final Audit Report

2023-05-15

|                 |  |
|-----------------|--|
| Created:        | 2023-05-11                                   |
| By:             | Xavier Vigil (xivigil@ci.santa-fe.nm.us)     |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAPqM0RIEPhyngRSfDXIV_GxFIXH3lvsnl |

## "23-0219 USIC Loading Services GB PUD WWMD" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-05-11 - 5:24:52 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
2023-05-11 - 5:27:25 PM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-05-12 - 11:41:46 PM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-05-12 - 11:44:35 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)  
Signature Date: 2023-05-12 - 11:44:37 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2023-05-12 - 11:44:40 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2023-05-13 - 0:13:11 AM GMT- IP address: 104.28.55.229
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2023-05-14 - 3:53:20 PM GMT - Time Source: server- IP address: 98.230.203.228
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature  
2023-05-14 - 3:53:23 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
2023-05-15 - 3:48:20 PM GMT- IP address: 104.47.64.254



Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-05-15 - 3:48:27 PM GMT - Time Source: server- IP address: 65.140.34.11



Agreement completed.

2023-05-15 - 3:48:27 PM GMT



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