

Bid

RESOLUTION NO. 2017- 1097

A RESOLUTION ACCEPTING THE PROPOSAL OF MILLER PIPELINE, LLC PERTAINING TO CONTRACT 18-C-00001; WASTEWATER NEIGHBORHOOD CIPP REHABILITATION - IDAHO COLLECTION SYSTEM, IN THE AMOUNT OF \$375,207; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 14, 2017, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Wastewater Neighborhood CIPP Rehabilitation - Idaho Collection System, and recommends to this Council that the proposal of Miller Pipeline, LLC be accepted, funds therefore being available in the appropriate account;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. The proposal of Miller Pipeline, LLC in the total amount of \$375,207 for construction of the Wastewater Neighborhood CIPP Rehabilitation - Idaho Collection System, in accordance with plans, specifications and other related contract documents prepared by the Contract Administration Department, is hereby approved and accepted; and the Contract is hereby awarded to the said Contractor.

Section 2. This Resolution, which is not part of the contract documents, authorizes the Mayor to execute and the City Clerk to attest and affix the official seal of the City of Tampa to the Contract for and on behalf of the City of Tampa.

Section 3. Plans, specifications and contract documents for the construction of said Project, which documents are now on file in the office of the Contract Administration Department of the City of Tampa, are hereby approved in their entirety or in substantially similar form.

Section 4. The Director of the Contract Administration Department is hereby authorized to issue, in written form only, work directive changes authorizing additions, deletions or revisions resulting from unforeseen conditions or emergencies, said directives to be incorporated in subsequently issued change orders approved by the City Council.

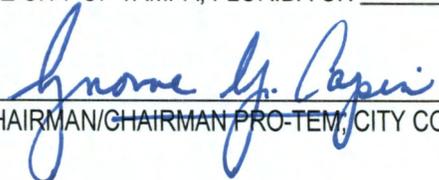
Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

Section 6. The bid security of the bidders shall be returned in accordance with the provisions of the contract documents for this project.

Section 7. This will provide \$375,207 for the Idaho Pumping Station project for use by the Wastewater Department within the Wastewater Capital Construction Fund.

Section 8. Other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON DEC 21 2017.


CHAIRMAN/CHAIRMAN PRO-TEM, CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY BY:
Rachel S. Peterkin, Assistant City Attorney

ATTEST:


CITY CLERK/DEPUTY CITY CLERK

*1% for Art: No

42017-31

Tampa Bay Times
Published Daily

STATE OF FLORIDA } ss
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Contract 18-C-00001 was published in Tampa Bay Times: 10/13/17. in said newspaper in the issues of Baylink Hillsborough

Affiant further says the said Tampa Bay Times is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

LEGAL NOTICE
Bids will be received no later than 1:30 p.m. on the indicated Date(s) for the following Project: **CONTRACT 18-C-00001: Wastewater Neighborhood C.I.P.P. Rehabilitation - Idaho**
BID: 11/14/17 EST.: \$400,000
PRE-BID: 10/31/17, 2:00p.m.
Download documents and meeting instructions from www.demandstar.com or <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>. Email Questions to: contractadministration@tampagov.net.
(540204) 10/13/2017

Signature of Affiant

Sworn to and subscribed before me this 10/13/2017.

Signature of Notary Public

Personally known or produced identification

Type of identification produced



City of Tampa
BID TABULATION
Contract 18-C-00001: Wastewater Neighborhood C.I.P.P. Rehabilitation –
Idaho Collection System
Bid Opening - November 14, 2017
 Posted November 14, 2017

CONTRACTOR	TOTAL BID AMOUNT
Miller Pipeline, LLC	\$375,207.00
Insituform Technologies, LLC	\$429,871.00
Layne Inliner, LLC	\$459,887.50
Kenny Construction Company	\$489,032.00
SAK Construction, LLC	\$556,110.00
EnviroWaste Services Group, Inc	\$639,566.35
VACVISION Environmental, LLC	\$690,672.25

Notice of Intent to Award: Unless subsequently indicated otherwise, in a revised posting, the City of Tampa intends to award the referenced project to the lowest bidder listed in this tabulation. A bidder aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

Bids Received By: *Jim Greiner*

Jim Greiner, P.E.
 City of Tampa - Contract Administration Department
 306 E. Jackson Street - 4N
 Tampa, FL 33602

ALB

PROPOSAL

To the Mayor and City Council of the City of Tampa, Florida:

Legal Name of Bidder: Miller Pipeline, LLC

Bidder's Fictitious Name, if applicable: --

Bidder is a/an: Individual Partnership* Joint Venture* LLC Corp. Other:

Bidder is organized under the laws of: State of Florida Other:

Bidder Mailing Address: 8850 Crawfordsville Rd., Indianapolis, IN 46234

Bidder's Federal Employee Identification No. (FEI/EIN): 35-1959522

Bidder's License No.: CUC057049 Bidder's FDOS (SUNBIZ) Doc. No.: M11000002543
(See Ch. 489, FS: use entity's, individual's only, if applicable)

Bidder Contact Name**:Jeff Newman Email:Jeff.Newman@millerpipeline.com Phone: (317) 653-5297

Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code (Responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest): Yes No

The below named person, appearing before the undersigned authority and after being first duly sworn, for him/herself and on behalf of the entity submitting this Proposal does hereby affirm and declare as follows:

- (1) He/She is of lawful age and is authorized to act on behalf of Bidder (the individual, partnership, corporation, entity, etc. submitting this Proposal) and that all statements made in this document are true and correct to the best of my knowledge.
- (2) If Bidder is operating under a fictitious name, Bidder has currently complied with any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida
- (3) No person or entity other than Bidder has any interest in this Proposal or in the Contract proposed to be entered into.
- (4) This Proposal is made without any understanding, agreement, or connection with any person or entity making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (5) Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (7) Bidder has carefully examined and fully understands the Solicitation and has full knowledge of the scope, nature, and quality of the work to be performed; furthermore, Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
- (8) Bidder (including its principals) has | has NOT been debarred or suspended from contracting with a public entity
- (9) Bidder has | has NOT implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes.
- (10) Bidder has carefully examined and fully understands all the component parts of the Contract Documents and agrees Bidder will execute the Contract, provide the required Public Construction Bond, and will fully perform the work in strict accordance with the terms of the Contract and Contract Documents therein referred to for the following prices, to wit:

* If a Partnership or Joint Venture, attach Partnership or Joint Venture Agreement.
** Someone the City may contact with questions/correspondence regarding this Solicitation and/or permits.

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
100	Contingency	1	LS	Fifty Thousand Dollars and No Cents	\$ 50,000.00	\$ 50,000.00
102	Maintenance of Traffic	1	LS	Five Hundred Dollars and No Cents	\$ \$500.00	\$ 500.00
0408.2360	Cured in Place Pipe for 8" Dia. Gravity Sewer (.236 inch thick)	12,155	LF	Twenty-One Dollars and Seventy-Five Cents	\$ \$ 21.75	\$ \$264,371.25
0601.08	Hydraulic Cleaning & Inspection of 8" Dia. Gravity Sewer	12,055	LF	One Dollar and Sixty-Five Cents	\$ \$ 1.65	\$ \$ 19,890.75
0621.08	Cleaning & Inspection of Turberculated Cast Iron or Ductile Iron Sewer, 8" Dia.	100	LF	Seventeen Dollars and Seventy-Five Cents	\$ \$ 17.75	\$ \$ 1,775.00
0410.2950	Cured in Place Pipe for 10" Dia. Gravity Sewer (.295 inch thick)	70	LF	Seventy-Three Dollars and Fifty Cents	\$ \$ 73.50	\$ \$ 5,145.00
0601.10	Hydraulic Cleaning & Inspection of 10" Dia. Gravity Sewer	70	LF	One Dollar and Sixty-Five Cents	\$ \$ 1.65	\$ \$ 115.50
0700	Disposal of Debris	50	CY	Five Dollars and Fifty Cents	\$ \$ 5.50	\$ \$ 275.00
9000	Sewer Bypass with Tanker Truck	5	E.D.	One Hundred Fifty Dollars and No Cents	\$ \$ 150.00	\$ \$ 750.00
2050	Reconnect Service Connections	316	EA	Seventy-Five Dollars and No Cents	\$ \$ 75.00	\$ \$ 23,700.00
9050.08	Sewage Bypass Pumping for 8" Dia. Sewer	12,155	LF	Zero and Ten Cents	\$ \$ 0.10	\$ \$ 1,215.00
9050.10	Sewage Bypass Pumping for 10" Dia. Sewer	70	LF	One dollar and Ten Cents	\$ \$ 1.10	\$ \$ 77.00
9060	Stainless Steel Manhole Cover Inlet	48	EA	One Hundred Fifty-Four Dollars and No Cents	\$ \$ 154.00	\$ \$ 7,392.00
					TOTAL \$	\$375,207.00

Contract 18-C-00001; Wastewater Neighborhood CIPP Rehabilitation - Idaho Collection System

Computed Total Price in Words: Three Hundred Seventy-Five Thousand Two Hundred
Seven dollars and No cents.

Computed Total Price in Figures: \$ 375,207.00

Bidder acknowledges that the following addenda have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 ___ #2 ___ #3 ___ #4 ___ #5 ___ #6 ___ #7 ___ #8 ___.

Bidder acknowledges the requirements of the City of Tampa's Equal Business Opportunity Program.

Bidder acknowledges that it is aware of Florida's Trench Safety Act (Sections 553.60-553.64, Florida Statutes), and agrees that Bidder together with any involved subcontractors will comply with all applicable trench safety standards. Bidder further acknowledges that included in the various items of this Proposal and the total bid price (as applicable) are costs for complying with the Trench Safety Act. Bidder further identifies the costs and methods summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A.	<u>Trench Box</u>	<u>ea</u>	<u>1</u>	<u>\$100.00</u>	<u>\$100.00</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
Total Cost: \$				<u>100.00</u>	_____

Accompanying this Proposal is a certified check, cashier's check or Tampa Bid Bond (form included herein must be used) for at least five percent (5%) of the total amount of the Proposal which check shall become the property of the City, or which bond shall become forthwith due and payable to the City, if this Proposal shall be accepted by the City and the Bidder shall fail to enter into a legally binding contract with and to furnish the required Public Construction Bond to the City within twenty (20) days after the date of its receipt of written Notice of Award by the City so to do.

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE.



[SEAL]

Name of Bidder: Miller Pipeline, LLC
 Authorized Signature: *Kevin Miller*
 Signer's Printed Name: Kevin Miller
 Signer's Title: President

STATE OF Indiana
 COUNTY OF Marion

For an entity: The forgoing instrument was sworn (or affirmed) before me this 10 day of November, 2017 by Kevin Miler as President of Miller Pipeline, LLC, a/n Partnership Joint Venture LLC Corp Other: --, on behalf of such entity. Such individual is personally known to me or produced a/n -- state driver's license as identification.

For an individual: The forgoing instrument was sworn (or affirmed) before me this ___ day of _____, 20__ by _____, who is personally known to me or produced a/n _____ state driver's license as identification.

[NOTARY SEAL]



Emma L. Belich
 Notary Public, State of Indiana
 Notary Printed Name: Emma L. Belich
 Commission No.: 678025
 My Commission Expires 2/14/24

TAMPA BID BOND
Contract 18-C-00001; Wastewater Neighborhood CIPP Rehabilitation - Idaho Collection System

KNOW ALL MEN BY THESE PRESENTS, that we, Miller Pipeline, LLC

8850 Crawfordsville Road, Indianapolis, IN 46234

(hereinafter called the Principal) and Travelers Casualty and Surety Company of America

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Connecticut, with its principal offices in the City of Hartford, and authorized to do business in the State of Florida, are held and firmly bound unto the City of Tampa, a Municipal Corporation of Hillsborough County, Florida, in the full and just sum of 5% of the amount of the (Bid) (Proposal) good and lawful money of the United States of America, to be paid upon demand of the City of Tampa, Florida, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly these presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 18-C-00001, Wastewater Neighborhood CIPP Rehabilitation - Idaho Collection System.

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within twenty (20) days after the date of receipt of written Notice of Award, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the City of Tampa, Florida and execute a sufficient and satisfactory Public Construction Bond payable to the City of Tampa, Florida in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said City, then this Bid Bond obligation is to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City, upon demand, the amount thereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 14th day of November, 2017.

Principal

Miller Pipeline, LLC

BY [Signature]

TITLE C.F.O.

BY _____

TITLE _____

Travelers Casualty and Surety Company of America

[Signature]
Producing Agent William Phelps, Attorney-in-Fact

447 Montreal Ave., Melbourne, FL 32935

Producing Agent's Address

Friedlander Company

Name of Agency

The addition of such phrases as "not to exceed" or like import shall render the (Bid) (Proposal) non-responsive.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215719

Certificate No. 007069441

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William Phelps

of the City of Melbourne, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of December, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of December, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

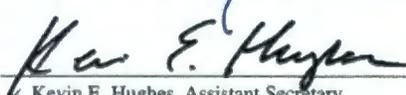
RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of November, 20 17

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Good Faith Effort Compliance Plan Guidelines

for Women/Minority Business Enterprise/Small Local Business Enterprise Participation
City of Tampa - Equal Business Opportunity Program
(MBD Form 50 - detailed instructions on page 2 of 2)

Contract Name Wastewater Neighborhood CIPP Rehab-Idaho Collection Bid Date 11/14/17

Bidder/Proposer Miller Pipeline, LLC

Signature [Signature] Date 11/10/17

Name Jeff Newman Title Project Manager

The Compliance Plan with attachments is a true account of Good Faith Efforts (GFE) made to achieve the participation goals as specified for Women/Minority Business Enterprises/Small Local Business Enterprises (WMBE/SLBE) on the referenced contract:

The WMBE/SLBE participation Goal is Met or Exceeded. See DMI Forms 10 and 20 which accurately report all subcontractors solicited and all subcontractors to-be-utilized. No Goal Established

The WMBE/SLBE participation Goal is Not Achieved. The following list is an overview of the baseline GFE action steps already performed. Furthermore, it is understood that these GFE requirements are weighted in the compliance evaluation based on the veracity and demonstrable degree of documentation provided with the bid/proposal:

(Check applicable boxes below. Must enclose supporting documents accordingly with remarks)

- (1) Solicited through reasonable and available means the interest of WMBE/SLBEs that have the capability to perform the work of the contract. The Bidder or Proposer must solicit this interest within sufficient time to allow the WMBE/SLBEs to respond. The Bidder or Proposer must take appropriate steps to follow up initial solicitations with interested WMBE/SLBEs. See DMI report forms for subcontractors solicited. See enclosed supplemental data on solicitation efforts. Qualifying Remarks:
- (2) Provided interested WMBE/SLBEs with adequate, specific scope information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the requested-scope identified by bidder/proposer for the solicitation. See enclosed actual solicitations used. Qualifying Remarks:
- (3) Negotiated in good faith with interested WMBE/SLBEs that have submitted bids (e.g. adjusted quantities or scale). Documentation of negotiation must include the names, addresses, and telephone numbers of WMBE/SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with WMBE/SLBEs to perform the work. Additional costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meet goals or achieve participation, as long as such costs are reasonable. Bidders are not required to accept excessive quotes in order to meet the goal. DMI Utilized Forms for sub-(contractor/consultant) reflect genuine negotiations This project is an RFQ/RFP in nature and negotiations are limited to clarifications of scope/specifications and qualifications. See enclosed documentation. Qualifying Remarks:
- (4) Not rejecting WMBE/SLBEs as being unqualified without justification based on a thorough investigation of their capabilities. The WMBE/SLBEs standing within its industry, membership in specific groups, organizations / associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals. Not applicable. See attached justification for rejection of a subcontractor's bid or proposal. Qualifying Remarks:
- (5) Made scope(s) of work available to WMBE/SLBE subcontractors and suppliers; and, segmented portions of the work or material consistent with the available WMBE/SLBE subcontractors and suppliers, so as to facilitate meeting the goal. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. See enclosed comments. Qualifying Remarks:
- (6) Made good faith efforts, despite the ability or desire of Bidder/Proposer to perform the work of a contract with its own forces/organization. A Bidder/Proposer who desires to self-perform the work of a contract must demonstrate good faith efforts if the goal has not been met. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. Qualifying Remarks:
- (7) Segmented portions of the work to be performed by WMBE/SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units (quantities/scale) to facilitate WMBE/SLBE participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces. Sub-Contractors were allowed to bid on their own choice of work or trade without restriction to a pre-determined portion. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. See enclosed comments. Qualifying Remarks:
- (8) Made efforts to assist interested WMBE/SLBEs in obtaining bonding, lines of credit, or insurance as required by the city or contractor. See enclosed documentation on initiatives undertaken and methods to accomplish. Qualifying Remarks:
- (9) Made efforts to assist interested WMBE/SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in an acceptable mentor-protégé program. See enclosed documentation of initiatives and/or agreements. Qualifying Remarks:
- (10) Effectively used the services of the City and other organizations that provide assistance in the recruitment and placement of WMBE/SLBEs. See enclosed documentation. The following services were used:

Note: Provide any unsolicited information that will support the Bid/RFP Compliance Evaluation. Named Documents Are:



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

**Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)**

Contract No.: 18-C-00001 Contract Name: Wastewater Neighborhood CIPP Rehab-Idaho Collection
Company Name: Miller Pipeline, LLC Address: 8850 Crawfordsville Rd, Indianapolis, IN 46234
Federal ID: 35-1959522 Phone: 317/653-5297 Fax: 317/293-8502 Email: Jeff.Newman@millerpipeline.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
0 74-2692251	Contractor Specialty Supply 18231 FM 2252 San Antonio, TX 800-950-8268	CM	912-77	E/P	Y
0 65-0425541	TelVac South 221 NE 137A St. Pompano Beach, CA	CM	914	E/P	Y
0 26-099266	Midwest Water 4410 S. Highpoint McHenry, IL 866-526-6358	CM	912-77	E	Y

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed:  Name/Title: Jeff Newman, Project Mgr. Date: 11/10/17

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal**



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

**Page 3 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)**

Contract No.: 18-C-00001 Contract Name: Wastewater Neighborhood CIPP Rehab-Idaho Collection
 Company Name: Miller Pipeline, LLC Address: 8850 Crawfordsville Rd., Indianapolis, IN
 Federal ID: 35-1959522 Phone: 317/653-529 Fax: 317/293-8502 Email: Jeff.Newman@ ⁴⁶²³⁴
millerpipeline.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

- See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)
 Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses
- No Subcontracting/consulting (of any kind) will be performed on this contract.
- No Firms are listed to be utilized because: _____

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises. "W" for firms Certified as Women/Minority Business Enterprise. "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
0 65-0425541	Televac South 221 NE 187A St. Pompano Beach CA	CM	914	\$19,787.50	5.2%
0 74-269251	Contractor Specialty Supply 18231 FM 2252 San Antonio, TX 800-950-8268	CM	912-77	\$5,720.00	1.8%

Total ALL Subcontract / Supplier Utilization \$ 25,507.50
 Total SLBE Utilization \$ 0
 Total WMBE Utilization \$ 0
 Percent SLBE Utilization of Total Bid/Proposal Amt. 0 % Percent WMBE Utilization of Total Bid/Proposal Amt. 0 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: [Signature] Name/Title: Jeff Newman, Project Mgr. Date: 11/10/17

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal**