



CITY OF NORTH PORT
REQUEST LETTER OF INTEREST (RLI NO. 2020-60)
LEACHATE TREATMENT AND DISPOSAL

Date: 4/22/2020

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THIS IS NOT AN ORDER

CITY OF NORTH PORT

4970 City Hall Blvd.
North Port, FL 34286

Contact Person: Alla V. Skipper, CPPB, Senior Contract
Administrator

Contact Phone: 941-429-7172

Temporary City Cell No.: 941.705.8883

Contact Email: purchasing@cityofnorthport.com

Reply No Later Than: April 29, 2020 @ 2:00 p.m. (EDT)

KEY DATES:

1. **LAST DAY FOR QUESTIONS: APRIL 27, 2020 AT 2:00 P.M.**

If you have any questions, concerns, or problems accessing the RLI package using the link, please contact the Purchasing representative referenced above. Request for additional information or clarification regarding the specifications must be sent via email to purchasing@cityofnorthport.com. No verbal requests will be honored.

2. **RLI DUE DATE: APRIL 29, 2020 AT 2:00 P.M.** *Late responses will not be considered. All submittals in response to the RLI shall be made electronically to purchasing@cityofnorthport.com.*

The City of North Port is currently accepting Letters of Interest from all the firms interested in treatment and disposal services for leachate water at the Pan American Blvd Wastewater Treatment Plant.

INTENT

The City of North Port is Requesting Letters of Interest (RLI) from interested firms for the treatment and disposal of leachate water at the City's wastewater treatment facility located at 5355 Pan American Blvd, North Port, Florida, in maximum quantities of up to 25,000 gallons a day and 125,000 gallons a week, and subject to the following conditions:

DELIVERY

The Firm must notify the Facility superintendent and Water and Wastewater Plant Manager at least 24-hours before the Firm intends to deliver leachate water to the Facility for treatment or disposal. Notice must include the estimated quantity of leachate water to be disposed and the proposed delivery schedule.

TRANSPORTATION AND DISCHARGE

The firm is responsible for transporting its leachate water to the facility, and for all leachate water discharged into the facility. The City will direct the Firm to the facility discharge location designated for the discharge of the firm's leachate water.

CONCENTRATION

The firm's leachate water quality concentrations must be no greater than normal wastewater, having an average concentration of suspended solids and biochemical oxygen demand ("BOD") of not more than 250 milligrams per liter {"mg/L"}, total phosphorus of not more than 15 mg/l, and total Kjeldahl nitrogen of not more than 400 mg/L.

TESTING AND SAMPLING

- A. The City may test or sample the firm's leachate water at any time during its transfer into the facility or the City's wastewater system.
- B. The firm must test its leachate water quarterly for all required constituents (see attached list) and provide all test results to the City within five business days of receipt.
- C. The Firm must test its leachate water as required by the Plant's operating permit, and provide all test results to the City within five business days of receipt.
- D. Additional samples, testing, monitoring points, or parameters may be required based on need or operational changes of either party.

RIGHT OF REFUSAL

At any time and before leachate water can be transferred into the facility, the City may require additional pre-treatment or an additional restriction, or may refuse to accept any portion of the firm's leachate water, where test results indicate, or the City reasonably believes, that any one of the following exist:

- A. The leachate water contains contaminants which could prove detrimental to the operational efficiency and effectiveness of the facility or that are in violation of any Federal or State permitting requirements;
- B. The City is unable to adequately treat the firm's leachate water in accordance with the facility's Federal or State operating permits;
- C. The firm fails to timely provide current testing and sampling results as required;
- D. Any other reason where the facility superintendent and Water and Wastewater Manager believe that acceptance is not in the best interest of the City.

ADDITIONAL CONSIDERATIONS

In addition to a per gallon processing fee, the firm will be responsible for the following costs:

- A. Reimbursement for the full cost of annual sludge testing required for the City to maintain its Federal and State wastewater treatment operating permits.
- B. Reimbursement for the full cost of analyzing the firm's leachate water as required for the City to comply and maintain its Federal and State wastewater treatment operating permits.

TERM

The City seeks to enter into a non-exclusive contract with a term of two years.

SUBMITTAL REQUIREMENTS FOR LETTER OF INTEREST

Your letter should contain the following:

1. Response Cover Sheet with proposed price per gallon
2. Name and address of the firm/individual responding this is to include Principal Officers and Owners
3. Contact person, phone number and e-mail
4. Test results of leachate water sample performed by an independent laboratory

ATTACHMENTS

1. Conflict of Interest Form
2. Disclosure for Consultant, Engineer, Architect
3. Statement of Non-Submittal
4. Insurance Requirements
5. List of Required Constituents for Sampling

EVALUATION PROCESS AND CRITERIA:

Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all

documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

CRITERIA FOR AWARD: The award will be based upon the highest price that meets compatibility of sampling, and terms and conditions of selected proposal to be deemed in the best interest of the City. The City of North Port reserves the right to reject any and all RLI, to waive any and all informalities and irregularities, and to accept or reject all or any part of any RLI as they deem to be in the best interest of the citizens of the City of North Port, or the City may reject RLI and re-advertise.

Letter of Interest RESPONSE COVER SHEET

Proposers Name: _____

Proposers Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

PRICE PER GALLON: _____

I accept all the City terms and conditions stated in the intent above:

Print Name (binding Authority)

Signature and Date

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- I am an employee, public officer or advisory board member of the City
_____ **(List Position Or Board)**

- I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

- An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

- Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

- None Of The Above

PART II:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

COMPANY: _____

SIGNATURE: _____

DATE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**DISCLOSURE FORM
FOR
CONSULTANT/ENGINEER/ARCHITECT**

Please select (only) one of the following three options:

Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here: _____.

Our firm proposes to mitigate the potential or perceived conflict according to the following plan:
_____.

Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here:
_____.

***What does “financial interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm’s findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does “other interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm’s findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately.

We the undersigned have declined to submit a proposal on the requested service for **RLI No. 2020-60: LEACHATE DISPOSAL** for the following reason(s):

- _____ Insufficient time to respond to the solicitation.
- _____ We do not offer this service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Specifications or Scope of Service are unclear (explain below).
- _____ OTHER (please specify below).

Remarks _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

E-MAIL ADDRESS: _____

Note: Statement of Non-Submittal may be e-mailed or faxed in to the Purchasing Department at purchasing@cityofnorthport.com.

INSURANCE REQUIREMENTS: The successful Firm shall be required to supply, at their cost, the following minimum insurance coverage. **Limits and coverage subject to change depending on use and entity function.:**

A. Before performing any contract work, Firm shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Firm.

i. **Workers Compensation and Employer's Liability:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Consultant's Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

ii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.

iii. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.

iv. **Environmental/Pollution Liability:** A Pollution Liability policy is required with minimum limits of \$500,000 each occurrence and \$1,000,000 general aggregate. Occurrence form is required.

v. **General requirements:** The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability Policy and Commercial Automobile Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Policies that include Self-Insured retention are not allowed and will not be accepted.

Any and all deductibles to the above referenced policies are to be the responsibility of the Consultant. The Consultant's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Consultant is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Consultant's responsibility to provide notice to the City.

B. **WAIVER OF SUBROGATION:** All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these polices that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the

Consultant, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Consultant or its agents may be responsible for.

C. POLICY FORM:

i. All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, Florida, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, Florida, its Commissioners, officers, agents, employees or volunteers.

ii. Insurance requirements itemized in this Contract, and required of the Consultant, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

iii. Each insurance policy required by this Contract shall:

a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Consultant is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

iv. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

v. The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Consultant's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Consultant and its carrier.

vi. The Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Consultant is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

vii. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

viii. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286)

prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Consultant will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

ix. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Consultant's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

x. The Certificate of Insurance must include the following:

In the "Description of Operations/Special Provisions" section - "City of North Port is named as an additional insured, as their interests may appear on Commercial General Liability and Commercial Auto Policy."

In the "Certificate Holder" section

City of North Port
4970 City Hall Boulevard
North Port, FL 34286

Proposers should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review.

Constituents for Sampling

The firm will test for the following constituents in order for the City to accept leachate water for treatment and disposal at the City's wastewater treatment facility. All leachate water samples will be collected directly from the delivery vehicle. Measurements are shown in mg/l unless otherwise noted or as required by the Florida Department of Environmental Protection.

QUARTERLY TESTING WILL DETERMINE LEVELS OF THE FOLLOWING:

1. Biochemical Oxygen Demand (BOD)
2. Dissolved Oxygen (DO)
3. Total Suspended Solids (TSS)
4. Total Kjeldahl Nitrogen (TKN)
5. NR4
6. Chemical Oxygen Demand (COD)
7. Arsenic
8. Cadmium
9. Chromium
10. Cooper
11. Selenium
12. Silver
13. Lead
14. Mercury
15. Molybdenum
16. Nickel
17. Zinc

Conventional Parameters:

Conductivity (umho/cm)	Iron
Total Organic Carbon	Manganese
Nitrate Nitrogen	Nickel
Sulfate	Strontium
Sulfide	Cyanide
Chlorides	Dissolved Oxygen Fluoride
Total Phosphorous	Total Nitrogen Organic Nitrogen Phosphates
Oxidation-Reduction Potential (Mv) Sodium	Aluminum
Potassium	Boron
Calcium	Antimony
Magnesium	Bromine
Silver	Bromates
Elemental Phosphorus	
Barium	
Aluminum Oxide	

Volatile Organic Compounds:

Benzene	Toluene
Ethylbenzene	M.P. Xylene
O-Xylene	Total Xylene
Total BTEX	2-Ethyltoluene
Y. Ethyltoluene	Total Toluene
1,3,5 Trimethylbenzene	1,2,4 Trimethylbenzene
1,2,3 Trimethylbenzene Vinyl Chloride	Total Trimethylbenzene
Trans -1, 2-Dichloroethene	1,1-Dichloroethane
Trichloroethene	Carbon Tetrachloride
N-Propylbenzene	Perchloroethene
2-Propanol	Isopropylbenzene
Chlorobenzene	Tetrahydrofuran
1,1,1-Trichloromethane	1,4-Dichlorobenzene

Phenolic Compounds

Chlorinated Phenols	Chlorinated Cresols	Trichlorophenols
2,4-Dichlorophenol		2-Chlorophenol
2,4-Dinitrophenol	Polychlorinated Biphenyl's	Pentachlorophenol
		Phenol

Pesticides

Aldrin	Dieldrin
Chlordane	DDT
Demeton	Endosulfan
Endrin	Guthion
Heptachlor	Lindane
Malathion	Methoxychlor
Mirex	Parathion