REQUEST FOR PROPOSAL

Purchase and Installation of a
Bio-Diesel Production Facility

RFP # 08-5333

Date: September 4, 2008
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GENERAL CONDITIONS

General Instructions For Proposers, Terms and Conditions

I. Preparation of Proposals
Each proposer shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the proposer’s risk.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An agent authorized to bind the company must sign proposals.

II. Delivery
Each proposer should state time of proposed delivery of goods or services. Words such as “immediate”, “as soon as possible”, etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation To Proposers
Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposal, drawings, specifications, etc. must be received seven (7) working days prior to proposal opening in order for a reply to reach all proposers before the close of the proposal. Requests received after this 7-day period will not receive a reply. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

The written proposal document supersedes any verbal or written communication between parties. Receipt of addenda must be acknowledged in the proposal. Although the Purchasing Division will take effort to send any addendum to known proposers, it is the proposer’s ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal. This may be accomplished via contact with the Purchasing Division prior to proposal submittal.

IV. Submission of Proposals
Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer’s request and expense if testing does not destroy items. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

Full identification of each item proposed, including brand name, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer’s literature may be furnished. The proposer must certify that the items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness. Unsigned proposals will not be considered.
GENERAL CONDITIONS

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. Withdraw Proposal Due To Error
To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project from which the withdrawn proposal was submitted.

Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

VI. Testing and Inspection
Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of a test are determined. Cost of inspections and tests of any item that fails to meet specifications shall be borne by the proposer.

VII. F.O.B. Point
Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. Patent Indemnity
The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. Bid, Payment & Performance Bonds
A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Cobb County for any proposal as required in proposal documents. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased.
X. Discounts
Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. Insurance
Insurance requirements. Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE
Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.

3. Workers' Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of $100,000 per accident.

4. Umbrella Liability: $5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION
Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages
The Owner and its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees or volunteers.
GENERAL CONDITIONS

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.
Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.
Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS
Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor’s insurance. Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION
Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
XIII. County Furnished Property
The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. Rejection of Proposals
Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. Contract
Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County “Sample Contract” as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the “Sample Contract” in its entirety. The County reserves the right to make changes to the “Sample Contract”.

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

XVI. Delivery Failures
Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XVII. Non-Collusion
By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief: The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
GENERAL CONDITIONS

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVIII. Conflict Of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief: No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and that no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XIX. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XX. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. Ineligible Proposers
The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. General Information
Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and six (6) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXIV. Uniformity Of Proposal
To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent’s degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions many not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXV. Request Additional Information
Inquiries that must be answered in regards to the Proposal procedures or technical matters shall be submitted in writing via U.S. Mail or facsimile to:

Mr. Rick Brun  
Purchasing Director  
Cobb County Purchasing Division  
1772 County Services Parkway  
Marietta, Georgia 30008-4021  
Fax: (770) 528-1154  
Email: purchasing@cobbcounty.org

Correspondence should be submitted only to the designated individual. All inquiries must be in writing. Copies of all inquiries and responses shall be shared with all known recipients of the RFP by addendum. All inquiries must be received no less than seven (7) business days prior to the final date for specifications and procedures. Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum form from Cobb County.

XXVI. Firm Prices
Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of sixty (60) days from the date of bid opening.
GENERAL CONDITIONS

XXVII. Proposal/Presentation Costs
The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXVIII. Proposal Format
Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statements and materials be avoided.

XXIX. Indemnification/Hold Harmless
By submission of a proposal, the selected responding firm agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers’ compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXX. Proposal Evaluation
The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

Evaluation Responsibility
A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

Presentations
During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

Evaluation Criteria
The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price and qualitative factors.

The specific qualitative categories may include, but not be limited to, the following:
GENERAL CONDITIONS

1. Staff qualifications
2. Performance/Experience of the firm on projects of similar nature, magnitude and complexity
3. Approach to providing services, including training and support, and scope of work
4. Financial Stability
5. Availability of the firm to conduct the work
6. Cost

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXXI. Multi-Year Contract Provisions
N/A

XXXII. Proposal Requirements
The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

XXXIII. Cover Letter/Executive Summary
Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company’s interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXIV. Project Team
Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXV. Special Terms And Conditions
Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXVI. Disadvantaged Business Enterprises (DBE):

THE FOLLOWING SHOULD BE CAREFULLY READ TO DETERMINE APPLICABILITY TO YOUR BUSINESS

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:
The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.

DBE businesses are requested to identify such status at the time they register as a vendor.

DBE businesses are requested to identify themselves at the time they propose to do business. Please complete EXHIBIT B if applicable and return with bid submittal.

All businesses will receive with each Purchase Order an instruction sheet for use of the furnished Cobb County Government DBE Participation Report, EXHIBIT C. Businesses are requested to complete this report and submit it with each invoice for the time period billed.

2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U.S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

XXXVII. Americans With Disabilities Act

Cobb County requires all contractors to comply with applicable sections of the Americans With Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.
GENERAL CONDITIONS

XXXVIII. Evidence of Compliance with Georgia Security & Immigration Compliance Act

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor represents that it employs:

_____ 500 or more employees;
_____ 100 or more employees; or
_____ fewer than 100 employees

(Contractor must initial appropriate category).

____________________________________
Contractor Name

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

(1) To secure from the subcontractor(s) such subcontractor(s)’ indication of the employee-number category applicable to the subcontractor(s); and
(2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor’s compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
(3) To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

THIS PAGE MUST BE SUBMITTED WITH BID PACKAGE

SEE AFFIDAVITS ON FOLLOWING PAGES
CONTRACTOR AFFIDAVIT & AGREEMENT
EXHIBIT A

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered and is participating in a federal work authorization program* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1). The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services.

_____________________________
BY: Authorized Officer or Agent
[Contractor Name]

_____________________________
Date: ________________

Title

_____________________________
Printed Name

_____________________________
Company Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF ____________, 200_

_____________________________
Notary Public
My Commission Expires:

*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).
SUBCONTRACTOR AFFIDAVIT
EXHIBIT A-1

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered and is participating in a federal work authorization program* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

_____________________________
BY:  Authorized Officer or Agent   Date: ________________
[Contractor Name]

Title

_____________________________
Printed Name

_____________________________
Company Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
______ DAY OF ____________, 200_

_____________________________
Notary Public
My Commission Expires:

*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).
EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Mr. Rick Brun, Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Firm: ___________________________________________
Address: ___________________________________________
Telephone: _______________________
Fax: ________________________
Email: ________________________
MBE Certification Number: _____________________________
Name of Organization Certification ___________________________

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated
Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE) Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

*** Instructions ***

1. Contractor/Vendor is furnished the one-page DBE Participation Report form with each Cobb County Government-issued Purchase Order.

2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.

3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:
   Cobb County Purchasing Department,
   Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed $750,000; and,
4. The business meets the Small Business Administration’s size standard for a small business and does not exceed $17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.
Exhibit - C
Cobb County Government Disadvantaged Business Enterprise Participation Report

→ PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form. ←

Submitted by: ______________________________             Period Invoiced: __________________________
Name of Prime Contractor/Vendor        From/To:
Cobb County Project Name: _______________________________
Cobb County Department or Agency receiving service or product: ___________________________________________
Description of Purchased Service/Product: __________________________________________________________
Full Contracted Amount: $_____________    Payment amount requested at this time:     $_____________

1. Are YOU, the Prime Contractor or Vendor a DBE business?   YES _____ NO _____
2. Please provide the following information for each subcontractor participating during this reporting period:

<table>
<thead>
<tr>
<th>Subcontractor Business Name</th>
<th>Type Service or Product Supplied</th>
<th>Subcontractor Business/Contact Tel. Number</th>
<th>Actual Dollar Value of Subcontractor Participation this Reporting Period</th>
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</table>

Submitted by:  _________________________________________
Printed Name
Title or position: _______________________________________
Date Completed: _________________________
Signature of Authorized Representative

County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report
REQUEST FOR PROPOSAL

Purchase and Installation of a Biodiesel Production Facility

Purpose
The Cobb County Board of Commissioners is soliciting proposals from experienced firms for a turn-key production facility for the production of biodiesel fuel from a feedstock of cooking oils. Proposals will be evaluated with the intention of selecting the most qualified and responsible firm. Proposals will be received until 12:00 noon, September 4, 2008 at the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, Georgia 30008. Qualification packages which describe the general scope of services and requirements of the submission of proposals are available upon request through the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008.

Introduction
An evaluation committee will determine the firm/consultants that are believed to be most qualified to provide full architectural/engineering services for project design and installation.

Each firm is to prepare their response according to the Request for Proposal (RFP) format, i.e., by section and paragraph of this RFP. Cobb County reserves the right to reject any incomplete RFP submitted; contact client references; required further information; and/or require interviews with any responding firm. All costs related to the preparation, submittal, and/or presentation of this RFP are the responsibility of the respondent and will not be assumed in full or in part by Cobb County.

Written inquiries regarding this RFP may be addressed to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008
Fax: 770-528-1154 E-mail: purchasing@cobbcounty.org

Written responses to all written inquiries will be mailed or faxed to all firms who have been issued the RFP. Deadline for questions is DATE TBD.

An original and six (6) copies of this RFP are to be submitted to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008

Proposals must be submitted before 12:00 noon, September 4, 2008.
1. **Background**

Cobb County fuels a fleet of highway and off road diesel equipment. Fuel consumption is approximately 330,000 gallons per year distributed through three (3) primary dispensing locations. Current fuel is a B-20 blend of 20% biodiesel blended with 80% of petroleum diesel.

As part if its diesel emissions reduction strategy, the County desires to increase the percentage of biodiesel in the blend to significantly reduce the carbon emissions produced by the fleet. This will assist in addressing the “Non Attainment” classification of the Atlanta Metropolitan Area relative to the Environmental Protection Agency (EPA) Clean Air Standards.

The cost of commercial biodiesel produced from agricultural based oils is growing. This increase cost is creating competition with the food production portion of the available agricultural feedstock. This conflict is causing the cost of commercial biofuels to be more expensive than petroleum fuel. This increase in turn makes the efforts to increase the use of renewable biofuels from agricultural feedstock prohibitively expensive.

Given this situation, the County is interested in producing a fuel from used cooking oils from various local sources, which heretofore has been a waste product. By using such a feedstock and optimizing a production facility specific to the County’s needs, both a decrease in emissions, and a decrease in cost can be realized as well as reducing disposal costs and load on waste water treatment facilities associated with the waste oil.

This program addresses directly the EPA Region 4 priority for development of new approaches and long-term sustainability of local government-based diesel emission reduction programs.

1. **Definitions**

1.1. Biodiesel, —a fuel comprised of mono-alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, designated B100, and meeting the requirements of ASTM D 6751. Biodiesel, as defined in D 6751, is registered with the US EPA as a fuel and a fuel additive under Section 211(b) of the Clean Air Act. Biodiesel is typically produced by a reaction of a vegetable oil or animal fat with an alcohol such as methanol or ethanol in the presence of a catalyst to yield mono-alkyl esters and glycerin, which is removed.

1.2. Biodiesel Blend, —a blend of biodiesel fuel meeting ASTM D 6751 with petroleum-based diesel fuel, designated BXX, where XX represents the volume percentage of biodiesel fuel in the blend.

2. **Existing Process**

2.1. The 330,000 gallon diesel fuel consumption figure includes the following main fueling locations; the Fleet Fueling Facility on County Services Parkway; the Water System Fueling Facility.

2.2. The Fleet Fueling Facility receives a delivery of approximately 7,500 gallons of diesel fuel per month. The fuel is entered into a 15,000 gallon underground tank when the existing inventory reaches 4,000 gallons remaining. This is the location proposed for installation of the biodiesel facility.

2.3. The fuel is withdrawn by the user from a fuel dispenser system immediately adjacent to the underground tank. The dispenser area is unmanned and open 24/7.

3. **Scope of Services – See Attachment 1**

4. **Specifications – See Attachment 2**

5. **Construction Cost Estimates and Construction Schedule**

5.1. **Pre-Construction Conference**

Once the CCSWD awards the Work and receives the required paperwork from the selected Contractor, Proposer and CCSWD will arrange for and conduct a Pre-Construction conference with representatives of CCSWD,
Engineer and selected Bidder (Contractor) to provide a clear understanding of CCSWD’s objectives and goals; to review the proposed construction schedule; and to coordinate each party’s role on the construction project.

5.2. Construction Phase Services
Proposer will provide a professional team for all construction phase services consisting of field and office personnel. The field team will consist of engineers or technicians visiting the site from the ground breaking through final acceptance. The field team will be responsible for contractor compliance with the agreed-to construction drawings and specifications. The field staff will be responsible for witnessing quality assurance/quality control tests, checking construction as the work progresses to determine compliance with the accepted construction drawings and specifications. Proposer’s tasks will include but may not be limited to the following elements:

5.3. Project (construction) Startup
- Master schedule (Based on schedule provided by contractor)
- Tracking system (cost and schedule)
- Quality assurance and quality control
- Analysis and resolution of claims
- Establishment of field office

5.4. On-site Observation/Project Closeout
- Post-construction and warranty period services
- Punch list and final acceptance

6. STATEMENT OF QUALIFICATIONS
The Statement of Qualifications (SOQ), not to exceed ten (10) pages, should contain information in sufficient detail to demonstrate the following:  

6.1. General

6.2. Corporate Statement
Outline the firm’s location, size and history. Special emphasis should be placed on the firm’s presence in Georgia, if any.

6.3. Biodiesel Production Experience
The SOQ must detail the firm’s credentials for designing and implementing a biofuels production facility by demonstrating the firm’s experience in completing similar projects. The experience profile must demonstrate the firm’s ability to maintain project quality control and to work within specified budgets and project implementation timetables.

6.4. Client List / References
A representative client list for similar biodiesel production projects which have been completed and are operational must be included. The list should include the scope of services provided to the client, the project budget, and project implementation timetable, what the completed project cost was and what the completed project timetable was, and how long the completed project has been operational. The list must include the name of the project, project’s physical address, name of a contact at the project, and a contact phone number.

6.5. Staff
Statements must include a description of the firm’s senior projects staff, firm resources, and the application of those resources to the project’s needs.
The statements must include the professional resume of each individual who would be designated as a project manager or technical support team member. The resume should profile the person’s work experience with similar biodiesel projects.

7. **PRE-SUBMITTAL MEETING, SITE VISIT AND EXAMINATION OF DOCUMENTS**

7.1. **Pre-Pre-Proposal Conference:**
A pre-proposal conference will be held at 10:00 am on Tuesday, August 19, 2008 at the address below:

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008  
Fax: (770) 528-1154

Attendance at the Pre-Proposal Conference is NOT MANDATORY. Minutes of any such meeting will be sent to all persons on record with the Purchasing Department as plan holders.

7.2. **Site Visit and Examination of Documents:**
A single additional site visit can be arranged by appointment by contacting Mr. Richard Krause at the address and phone number below.

Mr. Richard Krause, Senior Project Manager  
Cobb County Solid Waste  
1897 County Services Parkway  
Marietta, Georgia 30008  
Voice: (770) 528-1031  
Fax: (770) 528-2504

8. **CONTACT PERSONS (QUESTIONS)**
Any questions concerning this RFP should be directed in writing via letter or facsimile or email (purchasing@cobbcounty.org) before 5:00 pm (local time) on Tuesday, August 26, 2008 to:

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008  
Fax: (770) 528-1154

The Proposers will be notified in writing of any changes in the proposal requirements resulting from questions raised from site visits and Proposer’s questions. Addenda to this RFP will be provided to respondents no later than three working (3) days prior to the proposal due date.

9. **SUBMISSION OF STATEMENTS**
Firms interested in providing the scope of supply and services under this RFP must submit its SOQ, Technical Proposal and Cost Proposal in one sealed proposal package to Cobb County Purchasing Department. The outside of the proposal package shall be clearly marked with the RFP number for this project, the project name, the respondent’s name. The proposal package shall contain the following:

One (1) signed original and six (6) copies of the SOQ, Technical Proposal and Cost Proposal.
The respondent’s SOQ, Technical Proposal and Cost Proposal must be received by the Purchasing Department before 12:00 Noon (local time) on September 4, 2008 at the address below. No proposals will be accepted after the proposed deadline.

Mr. R. Brun, Director
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008
Fax: (770) 528-1154

Upon receipt, the proposals shall become the property of the County, without compensation to the responding firms, for disposition or use by the County at its discretion. Proposals shall be publicly received, with only the names of the respondents disclosed at the above stated date and time. Prospective respondents are encouraged to register their firms on Cobb County’s official bidder’s list.
10. SCOPE OF WORK

1.1. Cobb County is requesting proposals for a contractor to provide a facility to produce biodiesel fuel to be used blended with petroleum diesel in a range from 5% to 100% biodiesel.

1.2. It is anticipated that the Owner will provide site preparation, foundation and detention construction, and external storage tanks. Contractor is to provide drawings specifying required footprint, weights, relative elevations, and a plumbing routing diagram.

1.3. Contractor is to provide installation oversight, quality inspections and inspection checklists that can be used by Owner in ongoing operations.

1.4. The biodiesel production facility is to comply with all environmental, health and safety regulations pertaining to production, handling, dispensing and storage of chemicals and fuels relative to production of the product and any co-products or by-products of the process.

1.5. Contractor is to conduct a Performance Acceptance Test/Demonstration prior to turnover to the Owner. This is to include training of Cobb County personnel in the operation, maintenance and safety concerns prior to turnover of the completed faculty. Test is to provide three consecutive days of successful production of ASTM 6751 quality diesel fuel. Test is to include instruction to County Personnel sufficient that the final day of production can be accomplished wholly by County operators including feedstock and product quality ascertainment.

1.6. Contractor is to provide an “Operator’s Manual” including component lists, operating parameters, feedstock quality parameters, testing protocols and equipment, start-up and shut-down sequences, and emergency/safety concerns and responses. Critical parts or components that require on-site inventory should be listed along with sources.

1.7. Contractor is to provide a Warranty Statement stating what is covered in labor and what is covered in materials and for what time period.

1.8. Contractor is to provide a list of byproducts / co-products generated by the system with quantities per unit of biofuels produced along with realistic disposal options. Such options are to provide for the assumption that the Cobb County Compost Facility will be available for use as a disposal site; and an option assuming that the Compost Facility is NOT available for use as a disposal site.

1.9. The production facility is to operate as a “dry” or “waterless” process.

11. PRODUCTION FACILITY IS TO INCLUDE:

1.1. Process module for the transesterification and fuel/byproduct separation. Module is to include blending tank(s); associated plumbing; heating system as required for the process; decanting / co product separation system; metering system for blending of source material(s) and catalysts as required; spill/overflow containment capacity; enclosure for process components; ignition protection / fire suppression system(s);

1.2. Product Purification module to remove excess alcohol and moisture to meet ASTM 6751 standards.

1.3. Dispensing system allowing blending of biodiesel with petro diesel at specified ratios.

1.4. Alcohol and catalyst storage containers of suitable size
1.5. Inbound Feedstock / Separation Tanks for removal of solids


1.7. Water disposal (treatment if necessary) provision.

1.8. Metering and monitoring instrumentation

1.9. Power hookup- sufficient to power process, instrumentation, lighting, diagnostics and dispensing.

1.10. The County may require the contractor to use some existing owner supplied materials in the construction of the facility (tanks, etc)
12. ATTACHMENT – 2 SPECIFICATIONS

1.1. Capacity is to be a minimum of 170,000 gallons of biodiesel per year.

1.2. Facility is to be scalable to provide for fully compatible expansion to allow for increase in the utilization of biofuels by the County.

1.3. Facility must be capable of blending biodiesel with petro diesel in a variety of ratios for dispensing to the user.

1.4. Facility MUST produce ASTM D 6751 Standard biodiesel fuel utilizing used cooking oil as the primary feedstock.
Attachment 3 - Bid Form
Cobb County Biodiesel Production Facility

An entry MUST be made for each of the line items listed below. If the process module includes any of the individual line items, enter "INCL." in the line item. If the process does not require any of the line items, state "Not Required" in the line item AND PROVIDE AN ATTACHED EXPLANATION, referencing the number of the line item in question indicating how the line item function is performed in your system.
If a line item is not included in the process module price, indicate pricing information for the line item, including installation and freight if appropriate.

<table>
<thead>
<tr>
<th>Line Item Description</th>
<th>Line Item Cost</th>
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<tbody>
<tr>
<td>1.1.1. Process module for the transesterfication and fuel/byproduct separation (1).</td>
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<tr>
<td>1.1.1. Product Purification module to remove excess alcohol and moisture to meet ASTM 6751 standards.</td>
<td></td>
</tr>
<tr>
<td>1.1.1. Dispensing system allowing blending of biodiesel with petro diesel at specified ratios.</td>
<td></td>
</tr>
<tr>
<td>1.1.2. Alcohol and catalyst storage containers of suitable size</td>
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<tr>
<td>1.1.3. Inbound Feedstock / Separation Tanks for removal of solids</td>
<td></td>
</tr>
<tr>
<td>1.1.4. Spill Containment Provisions</td>
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<tr>
<td>1.1.5. Water disposal (treatment if necessary) provision.</td>
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<tr>
<td>1.1.6. Metering and monitoring instrumentation</td>
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<td>1.1.7. Power hookup- sufficient to power process, instrumentation, lighting, diagnostics and dispensing.</td>
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<tr>
<td>1.1.8 DEDUCT if process module can be constructed and operated without an integral enclosure. (2)</td>
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</table>

**Total Bid Price**

(1) Module to include blending tank(s); associated plumbing; heating system if required for the process; decanting / co product separation system; metering system for blending of source material(s) and catalysts as required; spill/overflow containment capacity; enclosure for process components; ignition protection / fire suppression system(s);

(2) Assume the County is able to provide cover and security for the facility. Deduct the cost of the container if shipping/assembly on Owner’s site without an enclosure would be an option.