



RECYCLING OF USED COOKING OIL Quotation 10-Q04/PF

February 24, 2010

**PURCHASING SERVICES CONTACT: Phillip Ford, CPPO, CPPB, Purchasing Supervisor
TELEPHONE NUMBER: 561-640-4000 X4528**

**All quotation responses must be received on or before March 17, 2010, prior to 5:00 p.m., EST.
Submit quotation to: Solid Waste Authority of PBC Purchasing Department, 7501 North Jog
Road, West Palm Beach, FL 33412**

SCOPE OF SERVICES

This Scope of Services includes the pickup, transportation and recycling of used cooking oil for use in producing biodiesel fuel. The terms "Used Cooking Oil" and "Waste Vegetable Oil" are equivalent and interchangeable.

The used cooking oil collected from SWA must be use for the production of biodiesel fuel or other alternative fuel. The fuel must be marketed and not used for in-house or personal uses.

Used cooking oil is collected from household sources as a public service by the Solid Waste Authority of Palm Beach County (hereinafter called the AUTHORITY) through its Household Hazardous Waste Program at six locations in Palm Beach County. Presently, the oil is transported by THE AUTHORITY to its Household Hazardous Waste Facility located at 6161 North Jog Road, West Palm Beach, Florida 33412, where it is consolidated and stored in drums.

If volumes increase significantly, in the future the SWA may utilize tanks instead of drums and/or wish to have sites serviced individually.

QUALIFICATION OF BIDDERS, SERVICE

This quotation shall be awarded only to a responsible bidder, qualified to provide the services specified herein.

The bidder shall submit the following information with their quote proposal:

- A. Description of company including the bidders training, experience and a list of references with contact information.
- B. A copy of Company's Occupational License.
- C. A Copy of Certificates of Insurance.

AWARD, ALL OR NONE BY LOT

Award will be made on an "All-or-None Total Offer per Lot" basis.

CANCELLATION, WITH CAUSE

If service does not comply with specifications as stated herein or fails to meet the Authority's performance standards, the contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract and (a) assessment of liquidated damages or (b) cover in accordance with the Uniform Commercial Code. Cancellation in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

CONTRACT PERIOD/EXTENSIONS

The successful bidder shall be awarded a contract to supply the goods/services for a one (1) year period. Prior to, or upon completion, of that initial term, the Authority shall have the option to renew this contract for an additional two (2) year period on a year-to-year basis. Options for renewal will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

EQUITABLE ADJUSTMENT

The Authority may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the successful bidder's control, (2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the successful bidder that continued performance of the Contract would result in a substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

INSPECTION OF FACILITIES, OPTIONAL REJECTION

It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for bidder's inspection of facilities and/or activity schedules may be secured from Robert Madden at 561-687-1100.

INSURANCE REQUIRED, GENERAL, SERVICE, DELIVERY, ETC.

The Bidder shall not commence work on any Authority Property until all insurance required as stated herein has been obtained and such insurance has been approved by the Authority.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Bidder shall furnish certificates of insurance to the Authority's Risk Management Section prior to the commencement of services. The certificates shall clearly indicate that the Bidder has obtained insurance of the type, amount, and classification as required for strict compliance with insurance requirements as stated herein, and that no change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Authority. Non-compliance with the foregoing requirements shall not relieve the vendor of their liability and obligations under this contract.

The Bidder shall maintain commercial liability insurance in the amount of \$1,000,000 per occurrence including products/completed operations.

The Bidder shall maintain comprehensive automobile liability insurance in the following amounts:

Bodily Injury and/or	\$ 500,000 each occurrence
Property Damage	\$ 500,000 aggregate
	or
Combined Single Limit	\$ 500,000 each occurrence/aggregate

These limits are to protect the Bidder and the Authority from claims for damage, which may arise from general operations or from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations are by the vendor or by anyone directly or indirectly employed by the vendor.

The Bidder shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less than \$500,000 per occurrence each accident; \$500,000 policy limit disease; \$100,000 disease,- each employee.

ALL insurance other than Worker Compensation shall specifically include the Authority as an "Additional Insured".

LICENSES AND PERMITS

It shall be the responsibility of the successful bidder to obtain, at no additional cost to the Authority, any and all licenses and permits required to complete this contractual service. A copy of these licenses and permits shall be submitted to the Authority prior to commencement of work.

METHOD OF ORDERING, BLANKET PURCHASE ORDER

A blanket purchase order shall be issued until the end of the fiscal year or for the term of the contract. All terms and conditions of this quotation are applicable.

POST AWARD MEETING

Within five (5) days after receipt of notification of award of quotation, successful bidder (hereinafter referred to as the Contractor) shall meet with SWA representative(s) to discuss job procedures and scheduling.

PROTECTION OF PROPERTY

The successful Bidder shall at all times guard against damage or loss to the property of the Authority or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Authority may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents. The Bidder shall also be responsible for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, by rainstorm, wind damage, vandalism or other acts of God).

SERVICE

The frequency and hours of pickup service shall take place as specified in the attached table, or by a mutually agreed upon schedule or by special arrangements. Pickup schedules may be adjusted by mutual consent based on volumes generated. Special or emergency pickup requests shall be responded to within 48 hours at no extra cost to the SWA.

TERMINATION

This agreement may be terminated at any time by either party with a thirty (30) written notice.

METHOD OF PAYMENT

The Contractor shall provide a receipt with date of and address of service, and total amount of oil picked up. The Contractor shall send payment once per month if pickups have occurred.

OFF-SPEC MATERIAL

The Contractor shall perform whatever checks are necessary to assure quality of material before picking up. The Contractor shall NOT be required to take any materials that are considered off-spec, contaminated or unusable by the Contractor.

LOCATIONS AND SCHEDULE

The volumes indicates are estimates only and no guarantee is given or implied. The Authority reserves the right to increase or decrease quantities based on actual need.

	Service Hours*	Estimated Volumes**	Pickup Schedule
Household Hazardous Waste Facility 6161 North Jog Road West Palm Beach FL 33412	M-F 7:00 AM - 5:00 PM	110 gal /Month	Monthly

* Pickups must take place during hours established by each facility and are subject to change

** Estimated volumes are not guarantees

PRICE

- Indicate below, your price for service, or amount to be paid to SWA for material.
- If applicable, payments to SWA for materials will be made monthly by company check.
- No guarantee as to the dollar amount of this quotation is implied or given. There will be no additional charges for mobilization, labor or materials.

Item	Unit Price Paid to the Solid Waste Authority
Pickup, transportation and recycling of Used Cooking Oil	\$ _____/Gal

* Pickups must take place during hours established by each facility and are subject to change.

** Estimated volumes are not guarantees

Bidder (Company) _____ Signature _____

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Bidder understands that the Authority reserves the right to reject all Quotations and to waive any informality in bidding. The Bidder agrees that this Quotation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving quotations, prior to award.

PAYMENT TERMS: NET 30 DAYS

By (Signature):		Date:
Name (Printed):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

State or County License # _____

Area Representative Contact Information:

Name(Printed):		
Title:		Cell Number:
Office Phone Number:		Fax Number:
Local Address:		

SAVINGS

(For internal information purposes only. Not a factor in award of this contract)

Bidder is required to furnish the percent (%) savings in prices offered in this bid compared to prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

BID PRICES OFFERED AVERAGE _____% LOWER THAN:

☞(CIRCLE ONE OF THE FOLLOWING NUMBERS)

1. Price that would be obtained without benefit of a contract resulting from this bid.
2. Manufacturer's current wholesale price list.
3. Other (specify) _____

MINORITY /WOMAN/SMALL BUSINESS ENTERPRISE

(For internal information purposes only. Not a factor in award of this contract except in the event of a tie bid as prescribed in the Authority's Purchasing Manual, Section 7.2, Tie Bid Preference)

If you are a minority/woman and/or small owned business please complete the following. This information will assist us in identifying your minority and/or women owned business in our database.

This form is not intended to certify your firm.

ETHNIC GROUP STATUS: Specify the ethnic group and percentage of ownership of the person(s) who owns and controls (management & operational) 51% or more of the firm.

African-American	Male	_____%	Asian-American	Male	_____%
	Female	_____%		Female	_____%
Hispanic-American	Male	_____%	Native-American	Male	_____%
	Female	_____%		Female	_____%
Caucasian-Female		_____%			

DEFINITIONS:

African-American: any black individual of the racial groups of Africa; **Asian-American:** persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, India, Pakistan, and Bangladesh; **Hispanic-American:** persons of Spanish or Portuguese culture including Mexico, South America, Central America, or the Caribbean Islands; **Native-American:** persons having origins in any of the original peoples of North America; **Caucasian Female:** women that are not included in the above categories.

Are you currently certified as a minority vendor with a government entity? Yes No

With what agency(s) _____
(Please attach copy of certification certificate with your response with this bid/quotation.)

Comments: _____

**RECYCLING OF USED COOKING OIL
Quotation 10-Q04/PF**

VENDOR LIST

<p>GENUINE BIO-FUEL INC ATTN GEROGUE LACOURSE PO BOX 50 INDIANTOWN FL 34956 772 597 0228 GENUINEBIOFULE.COM</p>	<p>COOKE'S ENVIRONMENTAL SERVICES ATTN: TROY 3100 SE WAALER STREET STUART FL 34997 772 781 4300 VIESELFUEL.COM or CALLCOOKES.COM</p>
<p>F A JOHNSON ENVIRONMENTAL SERVICES 4700 POWERLINE ROAD FORT LAUDERDALE FL 33309 FAJOHNSON.COM 800 767 9594</p>	
<p>BIOFUEL CONSULTANTS OF NORTH AMERICA ATT: MINDY 8821 BUSINESS PARK DRIVE #407 FORT MYERS, FL 33912-2509 800741 7380 ASTMOBIOFUEL.COM</p>	<p>GREENWAVE BIODIESEL ATTN ERIC LESPERANCE 840 NW 57 PLACE FORT LAUDERDALE FL 33309 239 682 7700 GREENWAVEBIODIESEL.COM</p>