

**NORTHEAST ALABAMA PURCHASING ASSOCIATION
1701 Chestnut Street
Gadsden, Alabama 35901**

December 07, 2009

McPherson Company
5051 Cardinal Street
Trussville, AL 35173

Attn: Hayden Powers

Dear Hayden:

The Northeast Alabama Purchasing Association will not renew Bid # 3071 for Oil & Lubricants. The Association has decided to use the State Bid #T105, Contract Number 4010786 that will end on April 30, 2010 in order to help the Association Members to save money with the lower prices of this contract.

Please except this letter as our final notice for Bid #3071 starting December 8, 2009,

Sincerely,



Greg Noah
NEAPA Coordinator

2008592

RESOLUTION NO. R-487-08

Awarding Bid No. 3071

Whereas, pursuant to the general competitive bid law, Sections 41-16-50 *et seq.*, Code of Alabama 1975, sealed bids were requested for Bid No. 3071 for engine oils and lubricants; and

Whereas, bids were received, opened and read in public on November 18, 2008; and

Whereas, Chemsearch submitted the lowest bid but was noncompliant failing to include any engine oils, transmission fluids or hypoid oil in the bid; and

Whereas, McPherson Co., Inc., 2340 Woodcrest Place, Birmingham, AL 35209, submitted the lowest bid which meets the City's requirements and specifications and is a responsible bidder; and

Whereas, NEAPA Coordinator Jim Barker has recommended that the bid be awarded to McPherson Co., Inc.;

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

1. The bid is awarded to McPherson Co., Inc.
2. The Mayor is authorized to enter into a contract for the labor, services, work, materials, equipment, supplies or other personal property specified in the bid documents.

I hereby certify that this resolution was duly adopted by the City Council of Gadsden, Alabama, at a meeting held on December 9, 2008.

Iva Nelson
Iva Nelson, City Clerk

BID #3071

Engine Oil's Lubricants Bid Sheet

Firm Bidding: The McPherson Cos. INC.

Signature: Stephen Powers

Date: November 14th, 2008

Type Vehicle	Used IN	Type Oil	Description	Specification	Container Size	# used last yr	Price each	Item Total Price # used x price
Automotive	Gasoline Engine	Engine Oil	10 W - 30	API - SM, SL, SH	Quarts	2000	2.89	\$5780.00
Small Engine	Air Cooled	Engine Oil	SAE 30	API - SM, SL, SH	Quarts	250	3.18	\$795.00
Truck	Diesel Engine	Engine Oil	15W - 40	API - CJ-4, CI-4+, CH-4, CF-2, CF3M, SL	Quarts	900	3.38	\$3042.00
		Engine Oil	15W - 40	API - CJ-4, CI-4+, CH-4, CF-2, CF3M, SL	Gallon Container	1500	13.40	\$20,100.00
Automotive	Automatic Trans	Trans Fluid	Dextro III / Mercon	Code 1854	Quarts	675	2.87	\$1937.25
		Trans Fluid	Mercon V	Ford ESP-MC166H	Quarts	60	6.68	\$400.80
Truck / Tractor	Hydraulic System	Hydraulic Oil	ISO 32	Vickers 104C, 35VQ25	5 gal Pail	10	44.65	\$446.50
		Hydraulic Oil	ISO 46	Vickers 104C, 35VQ25	5 gal Pail	625	44.65	\$27,906.25
Car / Truck	Differential	Hypoid Oil	SCL 85 - 140	API Service GL-5	5 gal Pail	5	68.25	\$341.25
Car / Truck	Grease	MP Chassis Lube	Lithium Base with Lithium Base with	Molybdenum Disulfide Molybdenum Disulfide	14 oz Tubes 120 lb Drum	300 5	2.72 347.84	\$816.00 \$1739.20
							Total Price	\$63,304.25

* NOTE: PRICES QUOTED ON THIS FORM WILL REMAIN IN EFFECT FOR 90 DAYS FROM ABOVE STATED DATE.

Stephen Powers

NEAPA

Northeast Alabama Purchasing Association

REQUEST FOR BID

3 November, 2008

ATTENTION ALL BIDDERS **YOU MUST MARK ON THE ENVELOPE:**

Oils and Lubricants

SEALED BID #3071

NEAPA is soliciting sealed bids for the above project.

Bids may be hand delivered to the following location;

City of Gadsden Clerk's office
Room 401-4th Floor
90 Broad Street (City Hall)
Gadsden, Alabama 35902
ATTN: Iva Nelson

Bids may be mailed to the following address;

City of Gadsden Clerk's Office
P.O. Box 267
Gadsden, Alabama 35902
ATTN: Iva Nelson

Bids will be received until 2:00 P.M., Tuesday, November 18, 2008

Bids will be opened at the following location at the above stated time and date.

City of Gadsden City Hall
Fourth Floor, Room 411
90 Broad Street
Gadsden, Alabama

If you have any questions concerning terms and conditions, specifications, or any other aspects of the RFB or RFP, please contact the following:

Jim Barker, NEAPA Coordinator
Phone: 549-4705
Email: jbarker@cityofgadsden.com

Lisa Noah, NEAPA Secretary
Phone: 549-4705
Email: lnoah@cityofgadsden.com

Sharon McNair, NEAPA Representative
Phone: 549-4591
Email: smcnair@cityofgadsden.com

No faxed or email responses will be accepted

TO ALL BIDDERS

The attached RFB or RFP presents a cooperative proposal for the Northeast Alabama Purchasing Association (NEAPA) members below:

Big Wills Water Authority
City of Attalla
City of Gadsden
City of Gadsden Airport Authority
City of Gadsden Waterworks and Sewer Board
City of Glencoe
City of Hokes Bluff
City of Rainbow City
City of Sardis City
City of Southside
City of Springville
CREM Etowah County Water Authority
Etowah County
Etowah County Community Services
Etowah County Rescue Squad
Gadsden State Community College
Highland Water Authority
Sand Valley Vol Fire Dept
St Clair County
Town of Reece City

Other government entities within Etowah County and counties adjoining thereto may elect to participate in this cooperative bid. Vendors must agree that if any additional government entity does join the Association vendors will honor prices on this RFB or RFP for those additional entities that may join the Association.

The proposal award will be made by the City of Gadsden on behalf of the Association in accordance with the provision of the intergovernmental agreement between the City of Gadsden and the members of the Association. Each participating governmental entity of the Association will be responsible for issuing its own purchase orders, delivery instructions, invoicing, insurance requirements, and issue its own tax exemption certificate as required by vendors.

This cover letter is considered an integral part of the RFB or RFP document and shall be included by reference into any contract.

NEAPA
NORTHEAST ALABAMA PURCHASING ASSOCIATION
VENDORS FOR

BID # 3071

Company Name	Address	State	Zip Code	Phone
ARROW MAGNOLIA INTL LP	1645 RUSSET CREST LN	HOOVER, AL	35244	800-5272101
AUTO ZONE AUTO PARTS	2801 W MEIGHAN BLVD	GADSDEN, AL	35904	256-5433365
BROWN OIL COMPANY	PO BOX 1428	GADSDEN, AL	35902	000-0000000
CHEMSEARCH	PO BOX 971269	DALLAS, TX	75397	800-5279921
D & D OIL CO	PO BOX 989	ROME, GA	30161	877-2952285
DEVAN LOWE INC	801 W GRAND AVE	RAINBOW CITY, AL	35906	256-4429090
DRUMMOND AMER CORP	135 S LASALLE	CHICAGO, IL	60674	256-4421858
FUELMAN OF AL / TAX EXEMPT	MCPHERSON OIL	ATLANTA, GA	30318	800-8770800
G & C SUPPLY CO INC	PO DRAWER 459	ATWOOD, TN	38220	731-6627193
GADSDEN INDUSTRIAL DISTRIBUTORS	PO BOX 1309	GADSDEN, AL	35902	256-4421361
HILL MFG CO INC	1500 JONESBORO RD SE	ATLANTA, GA	30315	800-4455123
IRA PHILLIPS INC	PO BOX 799	GADSDEN, AL	35902	256-5470591
JACK GREEN OIL COMPANY INC	PO BOX 7040	OXFORD, AL	36203	256-8311038
MAR-TECH CO	4001 ANDERSON RD	NASHVILLE, TN	37217	615-3618365
MCPHERSON CO INC	2340 WOODCREST PLACE	BIRMINGHAM, AL	35209	205-6614400
MYERS TIRE SUPPLY CO	92 ROBERT JEMISON RD	HOMEWOOD, AL	35209	800-3285110
NAPA AUTO PARTS	204 GEORGE WALLACE DR	GADSDEN, AL	35903	256-5467800
NYTEX SALES GROUP INC	PO BOX 7185	MACON, GA	31209	478-9948736
O'REILLY AUTO PARTS	2603 W MEIGHAN BLVD	GADSDEN, AL	35904	256-5462467
PENSKE TRUCK LEASING CO LP	3011 BARRETT LAKES BLVD	KENNESAW, GA	30144	770-7014503
RICMAR INDUSTRIES	889 N LARCH AVE	ELMHURST, IL	60126	630-5599500
SOPUS PRODUCTS	681 SHORELINE DR	ALEXANDER CITY, AL	35010	334-5244630
SUPPLY OF AMERICA	13245 ATLANTIC BLVD	JACKSONVILLE, FL	32225	904-2215943

NEAPA
NORTHEAST ALABAMA PURCHASING ASSOCIATION
GENERAL TERMS AND CONDITIONS

PLEASE READ

1. All bid openings and any scheduled pre-bid conferences will be held in the City Council conference room located on the fourth floor, room 411, City Hall, 90 Broad Street, Gadsden, Alabama. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications.
2. Each bid must be submitted in a separate sealed envelope and received by the City of Gadsden, Alabama in the City Clerk's office, 90 Broad Street, P.O. Box 267, Gadsden, Alabama, 35902. All bidders must use our bid form and show on the envelope the bid number, name of project (purpose), and opening date. Any bid received after the opening date and time will not be considered. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
3. NEAPA encourages utilization of minority business enterprise in our procurement activities. NEAPA provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, disability, religion or age in consideration for an award.
4. The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service that NEAPA is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.
5. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by NEAPA. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by the Purchasing Department. Vendor shall incur all cost involved in obtaining an independent analysis if NEAPA deems it necessary to determine the suitability of items as being approved equal.
6. It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal form; in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items, which do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose.
7. All bids shall be typewritten or printed in ink on the form(s) prepared by NEAPA. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected.
8. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
9. Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. NEAPA will assume no transportation or handling charges other than specified in this bid. NEAPA is exempted from sales and use tax by 40-23-4(11) and 40-23-62(13), Alabama Code (1975).

10. Prices quoted to the NEAPA shall remain firm for a minimum of 90 days from the date of opening of the bid, unless so stated differently in the bid.
11. The delivery schedule, if any, must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
12. The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
13. If the total amount of the bid exceeds \$10,000, an original bid bond in the amount of 5% (of the total bid) is required. In lieu of a bid bond, the bidder may submit a postal money order, certified check, or cashier's check in the required amount. The bid bond or other security shall be retained by the City until a contract is executed, a purchase order is issued, or in some cases, until materials and/or equipment is received. Failure to submit a bid bond when required will result in rejection of the bid.
14. NEAPA reserves the right to request a demonstration of any and all items bid before making the award.
15. NEAPA reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or make the award on merit and/or features of design and quality, delivery, and availability of parts and service and/or take such other steps deemed necessary and in the best interest of NEAPA,
16. All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendor shall be favored.
17. Unless Special Terms and Conditions of the bid specify otherwise, NEAPA reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of NEAPA.
18. The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold NEAPA harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
19. All items bid will be inspected by a representative of NEAPA upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.
20. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
 - a. Failure to use the bid forms furnished by NEAPA.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form.
 - d. Evidence of collusion among bidders.
 - e. Unauthorized alteration of the bid form.
21. NEAPA assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.

22. NEAPA reserves the right to terminate, without cause, any award made as a result of this bid solicitation by providing a thirty (30) day letter of cancellation notification to the successful bidder. Failure on the part of the successful bidder to comply with all terms and conditions of this bid shall give cause for NEAPA to terminate the award immediately, and to relieve NEAPA of any and all legal obligations associated with the award. In the event the bidder cannot comply with the terms and conditions of a bid on a particular item or transaction, NEAPA reserves the right to obtain the particular item from other vendors.
23. NEAPA is to be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Special Terms and Conditions.
24. In accordance with the Alabama Competitive Bid Law, as amended, NEAPA may enter into multi-year leases, purchase, and lease purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:
 - (a) Prices quoted shall be effective for one (1) year beginning from the date of award with the option to renew for two additional year periods. Renewal for additional one years periods will require mutual agreement with NEAPA and the vendor with the bid price remaining the same.
 - (b) Contracts may provide for automatic renewal unless positive action is taken by the NEAPA to terminate such contract, and the nature of such action shall be determined by NEAPA and specified in the contract
25. NEAPA will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the City of Gadsden, office of the City Clerk, by the deadline stated in the bid request.
26. The vendor/bidder/contractor agrees to comply fully with the Americans With Disabilities Act and will indemnify and hold harmless NEAPA from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American With Disabilities Act.
27. City Ordinances mandate that anyone who transacts business within the city limits of Gadsden by one or all of the following situations is subject to obtain a City of Gadsden business license.
 1. A physical location within the City.
 2. A representative of your company calls on customers or solicits business within the City.
 3. Merchandise is delivered into the City on a vehicle other than by common carrier.
28. Any Bidder affected adversely by an intended decision with respect to this bid shall file with the Finance Director of the City of Gadsden a written notice of intent to file a protest not later than five working days (excluding Saturdays, Sundays, and City of Gadsden holidays) after posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Office.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS..

NEAPA

NORTHEAST ALABAMA PURCHASING ASSOCIATION

SPECIAL TERMS AND CONDITIONS

Length of Contract

The contract term shall be for the period of one year, however, upon mutual consent by both parties, the City of Gadsden reserves the right to extend the term for two additional one-year periods, making a total contract length of three years possible.

Product Brands

Bidders must specify brand names for each item in the bid proposal. No bids will be accepted without brand names listed. Each brand bid must include a product information catalog verifying specifications of product. (oil, grease, hydraulic fluid, transmission fluid)

Delivery

Pricing to include delivery to NEAPA Member ordering agency delivery within 48 hours of order.

Price Fluctuations

This is a contract with prices subject to fluctuations related to the petroleum index. Written notice of any such price change shall be given to and approved by the City of Gadsden Purchasing Department a minimum of 15 days prior to its effective date.

Marking of Containers

All oil containers one gallon or less must have labels which denote API Specifications of the product contained therein. Each bidder must furnish complete specifications and MSDS Sheets for the products bid.

Quantities

The quantities listed on the bid proposal represent the amounts purchased in the previous year. However, the City of Gadsden does not guarantee a minimum amount of product to be purchased and this contract does not represent a commitment to buy the same amounts of the previous year.

Diesel Engine Oil Compatibility

All Diesel Engine Oils bid must be compatible with Ultra Low Sulfur Diesel Fuel and for use in Diesel Engines with 2007 Emissions Standards.

Rejection of Bids

The Northeast Alabama Purchasing Association reserves the right to reject any or all bids.

Bid Bond

A Bid Bond of \$10,000 dollars has been chosen for this project.

SPECIFICATIONS

Engine Oils, Lubricants

Engine Oils

15W40 High Detergent, Diesel Engine Oil equal to or exceeding API Specifications CJ-4, CI-4, CI-4 Plus, CH-4, CF-2, CF\SM, SL. Typical brands will include Chevron Delo 400 LE, Texaco Ursa Premium TDX EC, Mobile Delvac 1300 Super, etc. Bid prices will be quoted by the quart and gallon. All Diesel Engine Oils bid must be compatible with Ultra Low Sulfur Diesel Fuel and for use in Diesel Engines with 2007 Emissions Standards.

30 WT. High Detergent, Gasoline Engine Oil equal to or exceeding API Specifications SM, SL, SH. Typical brands will include Mobil Super XHP, Exxon Superflo, Havoline Formula 3, etc. Bid prices will be quoted by the quart.

10W30, High Detergent, Gasoline Engine Oil equal to or exceeding API Specification SM, SL, SH. Typical brands will include Mobil Superflo, Havoline Formula 3. Bid prices will be quoted by the quart.

Hydraulic Fluid

Hydraulic Fluid – To be of ISO 46 viscosity and type recommended for both vane and piston type hydraulic pumps. Hydraulic fluid shall be equal to or exceeding Vickers 104C and Vickers 35VQ25 Vane Pump Test. Typical brands shall include Texaco Rando HD 46, Chevron ISO 46, and Mobil Hydraulic Oil AW 46. Bid prices will be quoted per gallon in 5 gallon containers.

Hydraulic Fluid – To be of ISO 32 viscosity and type recommended for both vane and piston type hydraulic pumps. Hydraulic fluid shall be equal to or exceeding Vickers 104C and Vickers 35VQ25 Vane Pump Test. Typical brands shall include Texaco Rando HD 32, Chevron ISO 32, and Mobil Hydraulic Oil AW 32. Bid prices will be quoted per gallon in 5 gallon containers.

Grease

Multipurpose Chassis Lubrication Grease with Lithium Base containing Molybdenum Disulfide. Typical brands shall include Mobilgrease Special, Texaco Molytex E. P. Bid prices will be quoted by the 14 oz. tube and 120 lb. drum.

Transmission Fluid

Transmission Fluid – Mercon / Dextron III equal to or exceeding Code 1854 for Hydrostatic Hydraulics. Typical brands will include Havoline Auto Trans. Mercon/Dextron Mobil-MP-ATF. Bid prices will be quoted by quart.

Transmission Fluid - Mercon V – Dextron III/ Dextron IIE – Synthetic blend - Meets Ford Specification ESP-MC166H or ESP-M2C138CJ. Typical brands will be Exxon Mercon V, Mobile Mercon V, and Texaco Havoline Mercon V, and Pennzoil Mercon V/ Dextron III, Bid prices will be quoted by quart.

Evaluation of Bids

- Bidders for oils and grease must complete all blanks (enter a bid) for all oils and greases.
- Bids will be evaluated and awarded using "Total Price" calculated by multiplying the number used last year by the price each. Adding the "Item Total Prices" gives the "Total Price" to be placed at the bottom right of the bid sheet.

Bid #3071 – Oils & Lubricants

Firm

Street Address

Signed By

Mailing Address

Title

City

Area Code & Telephone

Delivery Time from Date of Order

Federal Tax I.D. #

Technical Specification Sheets Attached
Bid Bond Attached

____ Yes ____ No
____ Yes ____ No

Firm Bidding: _____ Signature: _____

Date: _____

Type Vehicle	Used IN	Type Oil	Description	Specification	Container Size	# used last yr	Price each	Item Total Price # used x price
Automotive	Gasoline Engine	Engine Oil	10 W - 30	API - SM, SL, SH	Quarts	2000		\$ -
Small Engine	Air Cooled	Engine Oil	SAE 30	API - SM, SL, SH	Quarts	250		\$ -
Truck	Diesel Engine	Engine Oil	15W - 40	API - CJ-4, CI-4+, CH-4, CF-2, CF/SM, SL	Quarts	900		\$ -
		Engine Oil	15W - 40	API - CJ-4, CI-4+, CH-4, CF-2, CF/SM, SL	Gallon Container	1500		\$ -
Automotive	Automatic Trans	Trans Fluid	Dextrox III / Mercon Mercon V	Code 1854 Ford ESP-MC166H	Quarts Quarts	675 60		\$ - \$ -
Truck / Tractor	Hydraulic System	Hydraulic Oil	ISO 32	Vickers 104C, 35VQ25	5 gal Pail	10		\$ -
		Hydraulic Oil	ISO 46	Vickers 104C, 35VQ25	5 gal Pail	625		\$ -
Car / Truck	Differential	Hypoid Oil	SCL 85 - 140	API Service GL-5	5 gal Pail	5		\$ -
Car / Truck	Grease	MP Chassis Lube	Lithium Base with Lithium Base with	Molybdenum Disulfide Molybdenum Disulfide	14 oz Tubes 120 lb Drum	300 5		\$ - \$ -
Total Price								\$ -