

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

January 7, 2009

Alabama Guardrail, Inc
6772 Highway 79 North
Pinson, Alabama 35126

Attn: Catherine Huff

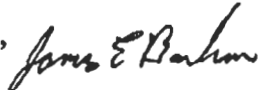
Dear Ms. Huff:

The Northeast Alabama Purchasing Association would like to confirm renewal of Bid # 30041 for Guardrail.

This renewal period represents the Second year of a maximum three-year contract.


Please fax a signed copy of this letter to confirm your agreement with the above terms of renewal. (Attn: Lisa Noah, fax 256-549-4711)

Sincerely,



James E. Barker
NEAPA Coordinator

Alabama Guardrail


Representative

President
Title

2007631

RESOLUTION NO. R-15-08**Awarding Bid No. 3004**

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. 3004 for guardrail materials and installation; and

Whereas, bids were received, opened and read in public on November 27, 2007; and

Whereas, Alabama Guardrail, Inc., P.O. Box 728, Pinson, AL 35126, submitted the lowest bid which meets the City's requirements and specifications and is a responsible bidder; and

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

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

1. The bid is awarded to Alabama Guardrail, 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 January 15, 2008.

Iva Nelson

Iva Nelson, City Clerk

Guardrail

BID # 3004

IN ORDER TO RECEIVE CONSIDERATION BIDS MUST BE SUBMITTED ON THIS BID FORM.

DESCRIPTION	UNIT	BID PRICE Materials Only	BID PRICE Materials & Installation	BID PRICE Installation Only
Galvanized Steel Guardrail, Class A, Type I	Per Ft.	\$ 14.50	\$ 24.10	NO BID
Used Galvanized Steel Guardrail, Class A, Type I	Per Ft.	\$ 7.50	\$ 24.10	
Galvanized End Sections	Per Ft.	\$ 125.00	\$ 136.00	
Type 10 End Anchors	Each	\$ 2100.00	\$ 2650.00	
Type 10A End Anchors	Each	NO BID	NO BID	
Type 13 End Anchors	Each	\$ 1250. ⁰⁰	\$ 1850. ⁰⁰	
Type 14 End Anchors	Each	NO BID	\$ 2250. ⁰⁰	
Type 20 End Anchors	Each	\$ 2450. ⁰⁰	\$ 2850. ⁰⁰	
Not Galvanized, One (1) Primer Coat of Pain only, Steel Guardrail	Per Ft.	NO BID	NO BID	
Galvanized Steel "H" Posts, 6'6" Long W. 6x8.5#	Each	\$ 80.00	NO BID	
Used Galvanized Steel "H" Posts, 6' 6" Long, W.6zx8.5#	Each	\$ 12. ⁰⁰	NO BID	↓

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE SPECIFICATIONS AND AFFIRM THAT THE BID IS IN COMPLIANCE WITH THE SPECIFICATIONS.

Guardrail

Project (Purpose)
3004

Bid Number

ALABAMA GUARDRAIL, INC.

Company Name

6772 Highway 79 N

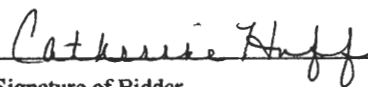
Street Address

Pinson, Alabama 35126

City, State, Zip

63-0676468

Tax Identification Number



Signature of Bidder

Catherine Huff

Name of Bidder (typed or printed)

President

Title of Bidder

P O Box 728

Mailing Address

(205) 681-3395

Area Code & Telephone No.

(205) 681-5747

Fax Number

NEAPA

Northeast Alabama Purchasing Association

REQUEST FOR BID

ATTENTION ALL BIDDERS

YOU MUST MARK ON THE ENVELOPE:

Guardrail

SEALED BID #3004

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 27, 2007**

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 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 # 3004

GUARDRAIL

Guardrail

Company Name	Address	State	Zip Code
Alabama Guardrail, Inc.	P.O. Box 728	Pinson, Al	35216
Prichard Construction Company	999 Ross Street	Heflin, Al	36264
Contach Construction Products	P.O. Box 2762	Huntsville, Al	35804
Gadsden Fence Company	2600 Forrest Avenue	Gadsden, AL	35904

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 year 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 with SPECIFICATIONS

The Northeast Alabama Purchasing Association is soliciting bids for the following project

Guardrail

BID # 3004

All guardrail shall meet the requirements set in the State of Alabama Highway 1995 Standard Specification for Highway Construction, latest edition.

All companies submitting bids must have Alabama State General Contractor's License.

In the event the winning bidder cannot furnish services at the time requested, NEAPA reserves the right to purchase from other sources to take care of immediate needs.

Prices quoted shall be effective for one (1) year beginning from the date of award with the option to renew for two (2) additional one (1) year periods.

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

Guardrail

BID # 3004

IN ORDER TO RECEIVE CONSIDERATION BIDS MUST BE SUBMITTED ON THIS BID FORM.

DESCRIPTION	UNIT	BID PRICE Materials Only	BID PRICE Materials & Installation	BID PRICE Installation Only
Galvanized Steel Guardrail, Class A, Type I	Per Ft.			
Used Galvanized Steel Guardrail, Class A, Type I	Per Ft.			
Galvanized End Sections	Per Ft.			
Type 10 End Anchors	Each			
Type 10A End Anchors	Each			
Type 13 End Anchors	Each			
Type 14 End Anchors	Each			
Type 20 End Anchors	Each			
Not Galvanized, One (1) Primer Coat of Pain only, Steel Guardrail	Per Ft.			
Galvanized Steel "H" Posts, 6'6" Long W. 6x8.5#	Each			
Used Galvanized Steel "H" Posts, 6' 6" Long, W.6zx8.5#	Each			

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE SPECIFICATIONS AND AFFIRM THAT THE BID IS IN COMPLIANCE WITH THE SPECIFICATIONS.

Guardrail

Project (Purpose)
3004

Bid Number

Company Name

Street Address

City, State, Zip

Tax Identification Number

Signature of Bidder

Name of Bidder (typed or printed)

Title of Bidder

Mailing Address

Area Code & Telephone No.

Fax Number