

NORTHEAST ALABAMA PURCHASING ASSOCIATION
1701 Chestnut Street
Gadsden, Alabama 35901

November 2, 2010

GrassWorks
P.O. Box 622
Ashville, Alabama 35953

Dear John Wolery:

The Northeast Alabama Purchasing Association would like to confirm renewal of Bid # 3065 for Seeding & Mulching. When you sign this form you agree that the price will not change for another year.

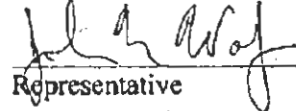
This renewal period represents the Third year of a maximum three-year contract.

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,

Greg Noah
NEAPA Coordinator

GrassWorks



Representative

Estimator

Title

NORTHEAST ALABAMA PURCHASING ASSOCIATION
1701 Chestnut Street
Gadsden, Alabama 35901

October 28, 2009

GrassWorks
P.O. Box 622
Ashville, Alabama 35953

Dear John Wolery:

The Northeast Alabama Purchasing Association would like to confirm renewal of Bid # 3065 for Seeding & Mulching. When you sign this form you agree that the price will not change for another year.

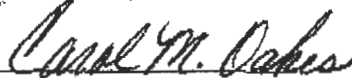
This renewal period represents the Second year of a maximum three-year contract.

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,

Greg Noah
NEAPA Coordinator

Grassworks, Inc.


Representative

President

Title

2008569

RESOLUTION NO. R-475-08**Awarding Bid No. 3065**

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. 3065 for seeding and mulching supplies; and

Whereas, bids were received, opened and read in public on November 13, 2008; and

Whereas, Grassworks, Inc., P.O. Box 622, Ashville, AL 35953, a responsible bidder, submitted the only bid, and the bid meets the City's requirements and specifications; and

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

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

1. The bid is awarded to Grassworks, 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 November 25, 2008.

Iva Nelson
Iva Nelson, City Clerk

NEAPA

Seeding & Mulching

Bid # 3065

NORTHEAST ALABAMA PURCHASING ASSOCIATION

SEEDING & MULCHING			
ALDOT Spec.	Area Considered	Type Service	Price / Acre
652A100	ACRE	SEEDING	800 ⁰⁰
656A010	ACRE	MULCHING	550 ⁰⁰
665A000	ACRE	TEMPORARY SEEDING	550 ⁰⁰
665B000	ACRE	TEMPORARY MULCHING	550 ⁰⁰

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

Seeding & Mulching

Project (Purpose)

3065

Bid Number

Grassworks, Inc.

Company Name

992 Beason Cove Road

Street Address

Steele, AL 35987

City, State, Zip

63-1009359

Federal Tax ID#

Signature of Bidder

John M. Wolery

Name of Bidder (typed or printed)

Estimator

Title of Bidder

P.O. Box 622, Ashville, AL 35953

Mailing Address

205-594-7518

Area Code & Telephone No.

NEAPA

Northeast Alabama Purchasing Association

REQUEST FOR BID

October 28, 2008

ATTENTION ALL BIDDERS

YOU MUST MARK ON THE ENVELOPE:

Project (Purpose): Seeding & Mulching

BID # 3065

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., Thursday, 13 November , 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 # 3065

Company Name	Address	State	Zip Code	Phone
CENTRAL ALABAMA GRASSING LLC	PO BOX 133	ANNISTON, AL	36202	256-3106467
GRASSWORKS INC	PO BOX 622	ASHVILLE, AL	35953	205-5947518
JTS CONSTRUCTION CO INC	PO BOX 262	COLLINSVILLE, AL	35961	256-5243222
SPREADRITE ORGANICS	7854 HWY 11	CHELSEA, AL	35043	205-9807483
STOVALL TURF & INDUSTRIAL	5157 CARSON COURT	BUFORD, GA	30518	678-8351940

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 cashiers 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

GENERAL CONDITIONS& SPECIFICATIONS

Project (Purpose): Seeding & Mulching

Bid Number 3065

1. Please check and make sure bid is signed in the space provided. The right to reject any and all bids is hereby reserved.
2. Proof of Liability Insurance and Workman's Compensation Insurance shall be submitted before any work is started. The General Liability Insurance shall be a minimum of \$500,000.00
3. Work shall begin within fourteen (14) days after Notice to Proceed is issued.
4. A \$20,000.00 Performance Bond, covering a period of one year, shall be submitted before work is started.
5. Work will include a minimum of two (2) acres of either seeding or mulching for each Notice to Proceed issued.
6. A suitable fertilizer mix should be included in the bid price for seeding to allow for a stand of grass in all areas.
7. NEAPA Members will provide traffic control in all areas to be seeded and/or mulched.
8. The contractor shall indemnify and hold harmless all NEAPA Members, the officers and employees from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.
9. Materials and construction requirements shall meet Alabama Department of Transportation Specifications, Latest Edition.

NEAPA

Seeding & Mulching

Bid # 3065

NORTHEAST ALABAMA PURCHASING ASSOCIATION

SEEDING & MULCHING			
ALDOT Spec.	Area Considered	Type Service	Price / Acre
652A100	ACRE	SEEDING	
656A010	ACRE	MULCHING	
665A000	ACRE	TEMPORARY SEEDING	
665B000	ACRE	TEMPORARY MULCHING	

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

Seeding & Mulching

Project (Purpose)

3065

Bid Number

Company Name

Street Address

City, State, Zip

Federal Tax ID#

Signature of Bidder

Name of Bidder (typed or printed)

Title of Bidder

Mailing Address

Area Code & Telephone No.