

2009037.1

RESOLUTION NO. R-48-09**Awarding Bid No. 3074**

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. 3074 for small tools and equipment; and

Whereas, bids were received, opened and read in public on January 20, 2009; and

Whereas, Farm Town of Sardis, Alabama, submitted the lowest bid of \$9,613.08, which meets the City's requirements and specifications and is a responsible bidder; and

Whereas, Alabama Contractors Equipment Company of 301 North 3rd Street, Gadsden, Alabama, submitted a bid of \$9,886.24, which was no more than three percent greater than the bid of the lowest responsible bidder and which meets the City's requirements and specifications and is a responsible bidder; and

Whereas, the Assistant Purchasing Agent has recommended that the bid be awarded to Alabama Contractors Equipment Company pursuant to the preference of Section 41-16-50(a) for a resident responsible bidder;

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

1. The bid is awarded to Alabama Contractors Equipment Company.
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 February 10, 2009.



Iva Nelson, City Clerk

NEAPA
 NORTHEAST ALABAMA PURCHASING ASSOCIATION

SEALED BID # 3074
 SMALL TOOLS & EQUIPMENT

Number Units	Type Unit	Description	Your Bid Each
One with the option to order additional units	Zero Turn Riding Mower	27 hp engine, hydrostatic drive, 60 cutting deck	\$ 8,559. ²⁰
5 with option to order additional units	Commercial String Trimmer	FS250 Loop Handle	\$ 394. ⁹⁶
5 with option to order additional units	Commercial String Trimmer	FS250 Bike Handle	\$ 418. ⁶⁶
5 with option to order additional units	Commercial String Trimmer	FS90 Loop Handle	\$ 236. ⁹⁶
5 with option to order Additional units	Commercial String Trimmer	FS90 Bike Handle	\$ 276. ⁴⁶

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

Small Tools & Equipment

Project (Purpose)
 3074

Bid Number

ALABAMA CONTRACTORS EQUIPMENT

Company Name

301 N. 3RD ST

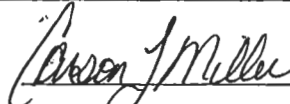
Street Address

GADSDEN, AL 35901

City, State, Zip

63-0585895

Federal Tax I.D. Number



Signature of Bidder

Carson L. Miller

Name of Bidder (typed or printed)

SALES MANAGER

Title of Bidder

301 N. 3RD ST GADSDEN, AL 35901

Mailing Address

(256) 543-0145

Area Code & Telephone No.

* FS 130 Commercial String Trimmer

Loop Handle - \$ 315.⁹⁶

FS 130 Commercial String Trimmer

Bike Handle - \$ 339.⁶⁶

NEAPA
Northeast Alabama Purchasing Association
90 Broad Street, Gadsden, AL 35901

REQUEST FOR BID

ATTENTION ALL BIDDERS

YOU MUST MARK ON THE ENVELOPE:

SEALED BID # 3074

Small Tools & Equipment 2009

NEAPA is soliciting sealed bids for the above project. Bids will be received by the City of Gadsden, Alabama in the City Clerk's office, ATTN: Iva Nelson, Room 401-4th Floor, 90 Broad Street (City Hall), Gadsden, Alabama 35902 until;

2:00 P.M., Tuesday, Date January 20, 2009

Bids will be opened on the Fourth Floor, Room 411, City Hall, 90 Broad Street, Gadsden, Alabama at the above stated time and date. **Bids submitted prior to the bid opening, either in person or by mail, must be directed to the following location:**

City Clerk's Office

Room 401-4th Floor

ATTN: Iva Nelson, City Clerk

90 Broad Street (City Hall), P.O. Box 267, Gadsden, AL 35902.

Prospective bidders are instructed to read the General Terms and Conditions, Special Terms and Conditions, and Bid Specifications very carefully. Bids must be made in compliance with the guidelines in the sections referred to above and sign each in full.

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

Contact:

Jim Barker, NEAPA Coordinator

Phone: 549-4705

Email: jbarker@cityofgadsden.com

Lisa Noah, NEAPA Secretary

Phone: 549-4705

Email: lnohah@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
SEALED BID # 3074
SMALL TOOLS & EQUIPMENT

TRACTOR & EQUIPMENT CO
PO BOX 1785
309 HAMRIC DR W
ATTN JUDY GAMEL
OXFORD, AL 36203-2348

VALLEY FARM TRACTOR INC
7111 US HWY 431
ALEXANDRIA, AL 36250

WARRIOR TRACTOR & EQUIPMENT
PO BOX 412
NORTHPORT, AL 35476

FOUTS TRACTOR CO
PO BOX 280
ASHVILLE, AL 35953

GADSDEN GOLF CARTS INC
323 EWING AVE
GADSDEN, AL 35901

GRAINGER INC
3735 1ST AVE N
BIRMINGHAM, AL 35222

GADSDEN TURF AND TRACTOR LLC
671 W MEIGHAN BLVD
GADSDEN, AL 35901

AL CONSTRUCTION SUPPLY INC
4900 5TH AVE S
BIRMINGHAM, AL 35232

FARMTOWN INC (SARDIS)
4110 SARDIS RD
SARDIS CITY, AL 35956

MASTER DISTRIBUTORS INC
1600 W 13TH AVE
DENVER, CO 80204

TOOL SHED RENTAL CENTER INC *
4004 RAINBOW DR
ATTN LYNN POWELL
RAINBOW CITY, AL 35906

SNEAD AGRICULTURAL SUPPLY
PO BOX 548
87221 HWY 278
SNEAD, AL 35952

TRACTOR SUPPLY COMPANY
2900 E MEIGHAN BLVD
ATTN DANNY CATES
GADSDEN, AL 35903

AL CONTRACTORS EQUIPMENT CO
301 NORTH 3RD ST
PO BOX 1188
GADSDEN, AL 35902

HMTC (PREV HINTON MITCHEM TRACT CO)
9290 HWY 431
ALBERTVILLE, AL 35951

HANDLEY FARM GARDEN & HARDWARE
*
563 E MEIGHAN BLVD
GADSDEN, AL 35903

GA TURF & TRACTOR INC
793 N MAIN ST
ATTN KRISTYN KINCAID
ALPHARETTA, GA 30004

WORKING MAN RENTALS & SUPPLIES
661 SUTTON BRIDGE RD
ATTN DANIEL SILVEY
RAINBOW CITY, AL 35906

YANCEY AGRICULTURAL PRODUCTS
1604 S SLAPPEY BLVD
ATTN PHILLIP RAY
ALBANY, GA 31701-2632

NXTEC SALES GROUP INC *
PO BOX 7185
MACON, GA 31209

TRIGREEN EQUIPMENT LLC
26685 JOHN T REID PRKWY
SCOTTSBORO, AL 35768

DITCH WITCH OF ALABAMA
2200 CORPORATE WOODS DR
ALABASTER, AL 35007

CAHABA TRACTOR
2411 HWY 31
PELHAM, AL 35124

BLOSSMAN PROPANE GAS & APPLIANCE
9086-G MERRITT LANE
ATTN MARK DENTON
DAPHNE, AL 36526

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 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's 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.

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

SPECIFICATIONS for

Small Tools & Equipment

Sealed Bid # 3074

PLEASE INCLUDE THE MANUFACTURER'S MODEL NUMBER OR THE OPTION ORDER CODE (or "no" if option is not available) IN THE BLANK TO THE RIGHT OF THE PAGE.

Mfg. Model
No.

SPECIFICATIONS: Zero Turn Commercial Riding Mower

Example: Scag Turf Tiger STT 61V-27CH, Kubota ZG327, or Equivalent

Quantity: One with option to order additional units within a one-year period

Description: Commercial Zero Turn Riding Mower used to cut highway right-of-way, parks, play-grounds, ball fields, and other lawns.

Special Requirements: Vendor shall be experienced in the sale and repair of commercial mowers, and shall have parts and repair facilities at the site of sale.

PLEASE INCLUDE THE MANUFACTURER'S MODEL NUMBER OR THE OPTION ORDER CODE IN THE BLANK TO THE RIGHT OF THE PAGE.

Mfg. Option/
Order Code

Drive & Steering: Hydrostatic rear wheel drive with lever control steering

Engine: Gasoline or Diesel
Kohler Command or Kubota TVCS
Heavy Duty remote mounted air filter
Minimum 27 hp
2 cylinder or 3 cylinder
Overhead valve

Tires: Front caster wheel tires foam filled

Cutting Deck: Minimum 61-inch cutting width
3 cutting blades
Reinforced deck front edge
Anti-scalp rollers - front & rear

Deck Driven by Driveshaft _____

Seating: Comfortable seat with backrest & armrests, not stand-up
operating mode _____

NEAPA

SPECIFICATIONS for

SMALL TOOLS & EQUIPMENT 2008

Sealed Bid # 3074

PLEASE INCLUDE THE MANUFACTURER'S MODEL NUMBER OR THE OPTION ORDER CODE (or "no" if option is not available) IN THE BLANK TO THE RIGHT OF THE PAGE.

SPECIFICATIONS: Commercial String Trimmer

Mfg. Model No.

Example: Stihl FS 250, John Deere XT250BLE, or equivalent

Quantity: Five with option to order additional units within a one-year period

Description: Commercial String Trimmer used to trim highway right-of-way, parks, playgrounds, ball fields, and other lawns.

Special Requirements: Vendor shall be experienced in the sale and repair of commercial String trimmers, and shall have parts and repair facilities at the site of sale.

PLEASE INCLUDE THE MANUFACTURER'S MODEL NUMBER OR THE OPTION ORDER CODE IN THE BLANK TO THE RIGHT OF THE PAGE.

Mfg. Option/
Order Code

Engine: Minimum 40.0 cc displacement
Minimum 2.2 hp

Drive Shaft: Solid, no flex shafts

Weight: Maximum 18.4 pounds

Control Handles: Loop or bike type handles

Warranty: 1-Year

Carry Strap: Included

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

NEAPA

SPECIFICATIONS for

SMALL TOOLS & EQUIPMENT 2008

Sealed Bid # 3074

PLEASE INCLUDE THE MANUFACTURER'S MODEL NUMBER OR THE OPTION ORDER CODE (or "no" if option is not available) IN THE BLANK TO THE RIGHT OF THE PAGE.

SPECIFICATIONS: Commercial String Trimmer

Mfg. Model No.

Example: Stihl FS90, John Deere XT170LE, or equivalent

Quantity: Five with option to order additional units within a one-year period

Description: Commercial String Trimmer used to trim highway right-of-way, parks, playgrounds, ball fields, and other lawns.

Special Requirements: Vendor shall be experienced in the sale and repair of commercial String trimmers, and shall have parts and repair facilities at the site of sale.

PLEASE INCLUDE THE MANUFACTURER'S MODEL NUMBER OR THE OPTION ORDER CODE IN THE BLANK TO THE RIGHT OF THE PAGE.

		Mfg. Option/ Order Code
Engine:	Minimum 28.4 cc displacement Minimum 1.27 hp	_____ _____
Drive Shaft:	Solid, no flex shafts	_____
Weight:	Maximum 12.7 pounds	_____
Warranty:	1-Year	_____
Control Handles:	Loop or bike type handles	_____
Carry Strap:	Included	_____

NEAPA
NORTHEAST ALABAMA PURCHASING ASSOCIATION
SPECIAL TERMS AND CONDITIONS

The Northeast Alabama Purchasing Association is soliciting bids for the following items:

1. 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.
2. All vehicles and equipment to be delivered with serial numbers, casting numbers, part numbers, or any other identifying tags unmodified and intact, not only for the major piece of equipment but for any components making up the major piece of equipment.
3. The Northeast Alabama Purchasing Association reserves the right to reject any or all bids.
4. Vehicle pricing to include delivery to NEAPA Member ordering agency.
5. Bidders shall have parts supply for any equipment bid, as well as a factory trained serviceman on site to expedite repair and or installation.

NEAPA
NORTHEAST ALABAMA PURCHASING ASSOCIATION

SEALED BID # 3074
 SMALL TOOLS & EQUIPMENT

Number Units	Type Unit	Description	Your Bid Each
One with the option to order additional units	Zero Turn Riding Mower	27 hp engine, hydrostatic drive, 60 cutting deck	
5 with option to order additional units	Commercial String Trimmer	FS250 Loop Handle	
5 with option to order additional units	Commercial String Trimmer	FS250 Bike Handle	
5 with option to order additional units	Commercial String Trimmer	FS90 Loop Handle	
5 with option to order Additional units	Commercial String Trimmer	FS90 Bike Handle	

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

Small Tools & Equipment

Project (Purpose)
3074

Signature of Bidder

Bid Number

Name of Bidder (typed or printed)

Company Name

Title of Bidder

Street Address

Mailing Address

City, State, Zip

Area Code & Telephone No.

Federal Tax I.D. Number