

2009062

RESOLUTION NO. R-62-09**Awarding Bid No. 3087**

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. 3087 for concrete ready mix; and

Whereas, bids were received, opened and read in public on February 3, 2009; and

Whereas, Kirkpatrick Concrete, Inc., 3626 Black Road, Rainbow City, AL 35906, submitted the lowest bid which meets the City's requirements and specifications and is a responsible bidder; and

Whereas, the NEAPA Coordinator has recommended that the bid be awarded to Kirkpatrick Concrete, Inc.;

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

1. The bid is awarded to Kirkpatrick Concrete, 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 February 23, 2009.

Iva Nelson  
Iva Nelson, City Clerk

**NEAPA**  
**NORTHEAST ALABAMA PURCHASING ASSOCIATION**

CONCRETE READY MIX

**BID # 3087**

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

Type Mix	Price per Cubic Yard
2500 PSI Concrete	\$ \$102.50
2500 Pea Gravel Mix	\$ \$108.50
3000 PSI Concrete	\$ \$105.00
3000 Pea Gravel Mix	\$ \$111.00
3500 PSI Concrete Mix	\$ \$107.50
3500 Pea Gravel Mix	\$ \$113.50
4000 PSI Concrete Mix	\$ \$110.00
4000 Pea Gravel Mix	\$ \$116.00
Pea Gravel Pump Mix	\$ \$110.00
A-1-A ALDOT Mix	\$ \$112.00
A-1-C ALDOT Mix	\$ \$112.00
Bagged Lime	\$ \$8.00 <span style="float: right;">Price per Bag</span>

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

Concrete Ready Mix



Project (Purpose)  
3087

Signature of Bidder

Spencer Glassco

Bid Number

Name of Bidder (typed or printed)

Kirkpatrick Concrete Incorporated

Sales Manager

Company Name

Title of Bidder

1497 Blount Avenue

P.O. Box 1086

Street Address

Mailing Address

Guntersville, AL 35976

(256) 582-3274

City, State, Zip

Area Code & Telephone No.

63-0785186

Federal Tax I.D. Number

# NEAPA

*Northeast Alabama Purchasing Association*

## REQUEST FOR BID

### ATTENTION ALL BIDDERS

#### YOU MUST MARK ON THE ENVELOPE:

#### Concrete Ready Mix

#### *SEALED BID #3087*

*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 401-4<sup>th</sup> 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, February 3, 2009**

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](mailto:jbarker@cityofgadsden.com)

Lisa Noah, NEAPA Secretary  
Phone: 549-4705  
Email: [lnoah@cityofgadsden.com](mailto:lnoah@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**  
**Concrete Ready Mix**

**BID # 3087**

KIRKPATRICK CONCRETE INC  
3626 BLACK RD  
ATTN SPENCER GLASSCO  
RAINBOW CITY, AL 35906

MCCARTNEY CONST CO INC  
PO BOX 1890  
GADSDEN, AL 35902

COOSA SAND & GRAVEL \*  
PO BOX 661135  
BIRMINGHAM, AL 35266

REED CONTRACTING SERVICES INC  
4704 UNION GROVE RD  
UNION GROVE, AL 35175

SHERMAN INDUSTRIES  
1400 URBAN CENTER DR  
SUITE 200  
BIRMINGHAM, AL 35242

SHERMAN DIXIE CONCRETE IND  
200 42ND AVE N  
NASHVILLE, TN 37209

ALEXANDER & JENKINS  
82 NATHANIEL DR  
PIEDMONT, AL 36272

**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***  
**SPECIAL TERMS AND CONDITIONS with SPECIFICATIONS**

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

**CONCRETE READY MIX**  
**BID # 3087**

The concrete shall meet the requirements set in the State of Alabama Highway 2008 Standard Specification for Highway Construction. Concrete delivery cost to be included in the bid price to NEAPA Members in varying amounts to various sites upon request of the user department or the NEAPA Member Purchasing Agent.

In the event the winning bidder cannot furnish concrete 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.

# NEAPA

## NORTHEAST ALABAMA PURCHASING ASSOCIATION

### CONCRETE READY MIX

**BID # 3087**

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

Type Mix	Price per Cubic Yard
2500 PSI Concrete	\$
2500 Pea Gravel Mix	\$
3000 PSI Concrete	\$
3000 Pea Gravel Mix	\$
3500 PSI Concrete Mix	\$
3500 Pea Gravel Mix	\$
4000 PSI Concrete Mix	\$
4000 Pea Gravel Mix	\$
Pea Gravel Pump Mix	\$
A-1-A ALDOT Mix	\$
A-1-C ALDOT Mix	\$
Bagged Lime	\$ Price per Bag

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

#### Concrete Ready Mix

Project (Purpose)  
3087

Bid Number

Company Name

Street Address

City, State, Zip

Federal Tax I.D. Number

Signature of Bidder

Name of Bidder (typed or printed)

Title of Bidder

Mailing Address

Area Code & Telephone No.