

**RESOLUTION NO. 22 - \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below with the date of February 24, 2022 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Madison County Auto Parts, Inc.	Automotive & Equipment Parts Dispensing Service	One Year W/Extensions

**ADOPTED** this the 24th day of February, 2022.

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, Alabama

**APPROVED** this the 24th day of February, 2022.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA )  
 )  
COUNTY OF MADISON )

AGREEMENT BETWEEN THE CITY OF  
HUNTSVILLE AND  
FOR THE LEASE OF THE PARTS ROOM  
AT THE CITY OF HUNTSVILLE REPAIR SHOP FOR  
THE PURPOSE OF PROVIDING AUTOMOTIVE AND  
EQUIPMENT PARTS SERVICES.

**LEASE AGREEMENT:**

THIS LEASE AGREEMENT is executed by and between the City of Huntsville, a municipal corporation in the State of Alabama, (hereinafter referred to as "City") and Madison County Auto Parts, Inc. (hereinafter referred to as "the Contractor").

**WITNESSETH:**

WHEREAS, the City has solicited and received bids for Automotive and Equipment Parts Dispensing Services for the City of Huntsville Main Repair Shop located at 2739 Johnson Road, Huntsville, Alabama 35805 and the Outdoor Power South Repair Shop located at 3242 Leeman Ferry Road, Huntsville, Alabama 35801.

WHEREAS, the Contractor will occupy the Parts Rooms located at both City of Huntsville Repair Shop locations where automotive and equipment parts dispensing services will be provided solely for the City of Huntsville.

The Invitation for Bid# 29-2022-54-1 and the Bid Response submitted by the Contractor is hereby incorporated by reference. In the event of a conflict, the order of precedence is the negotiated Invitation for Bid document, date: January 13, 2022 this Agreement, then the Bid Response.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISE, COVENANTS AND AGREEMENTS HEREIN UNDERTAKEN to be kept and performed by the parties, the City hereby leases to the Contractor and the Contractor hereby leases from the City for the use of the Parts Room located at both City of Huntsville Repair Shop locations further described in paragraph 1, according to the terms, covenants, conditions and agreements as hereinafter stated, to wit:

1. DESCRIPTION OF THE PREMISES:

- A specified area consisting of approximately 1746 square feet located at 2739 Johnson Road, Huntsville, AL 35805, Madison County, Alabama.
- A specified area consisting of approximately 585 square feet located at 3242 Leeman Ferry Road, Huntsville, Alabama 35801, Madison County, Alabama.

2. TERM OF THE LEASE:

The term of the lease shall be for a period of one year commencing from the date of the notification to proceed, which shall be issued after the execution by the last party to sign this lease and immediately following the transition period. This term shall automatically renew itself thereafter on the same terms and conditions for additional consecutive periods for each consecutive year for terms as allowable by State law unless either party provides written notice of its intention not to renew to the other party within thirty (30) days prior the end of the yearly lease term. If during the lease term or any renewal thereof the City needs the Contractor to vacate the Premises for any period of time, the City shall provide sixty (60) days written advance notice to the Contractor.

3. RENT:

The City shall lease the spaces described in paragraph 1 at no cost to the Contractor.

\_\_\_\_\_  
President of the City Council

Date: \_\_\_\_\_



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** PROCUREMENT **DATE:** 02/14/2022  
**FROM:** AUTUMN MCCORD **DEPT:** FLEET SERVICES  
**BID #:** 29-2022-54-1 **COMMODITY/SERVICE:** Automotive & Equipment Parts Disp

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Madison County Auto Parts, Inc

**RECOMMENDATION:** Please award the above bid to Madison County Auto Parts, Inc. as they were the lowest, responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
SECTION 1; GPM MARKUP			
I. Parts Invoiced to the Bidder at \$.01 - \$1,000: Percentage (	14%	EACH	
II. Parts Invoiced to the Bidder at \$1,000.01 - \$2,000: Perce	19%	EACH	
III. Parts Invoiced to the Bidder at \$2,000.01 +: Percentage (	24%	EACH	
SECTION 2: BUYING POWER OF BIDDER	\$441,384.2	TOTAL	Grand total of Section 2 pa

**INITIAL PURCHASE:** UNKNOWN  
**FUNDING SOURCE:** 1000-15-15100-513030-0000000  
**TERM OF CONTRACT:**  One Time  
 One Year w/ Additional One Year Extensions as Allowable by State Law  
 One Year  
 Three Months  
 Other (Explain)

### APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

**Ricky Wilkinson** Digitally signed by Ricky Wilkinson  
Date: 2022.02.15 17:43:10 -06'00'

02-15-2022

Department Head

Date

**Tamara M. Yancy** Digitally signed by Tamara M.  
Yancy  
Date: 2022.02.16 10:15:30 -06'00'

2-16-2022

Procurement Manager

Date

Email completed form to [Procurement@huntsvilleal.gov](mailto:Procurement@huntsvilleal.gov)



# HUNTSVILLE

Tommy Battle

Mayor

**City of Huntsville, Alabama**

Finance Department

Procurement Services Division

## **Invitation For Bids AUTOMOTIVE & EQUIPMENT PARTS DISPENSING SERVICE**

Invitation for Bid #:	29-2022-54-1
Issue Date:	January 13, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	January 27, 2022 @ 5:00 PM All questions must be submitted in writing to <a href="mailto:larissa.schroeder@huntsvilleal.gov">larissa.schroeder@huntsvilleal.gov</a> .
IFB Closing Date:	February 3, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	LaRissa Schroeder <a href="mailto:larissa.schroeder@huntsvilleal.gov">larissa.schroeder@huntsvilleal.gov</a> (256) 427-5058 (256) 427-5059 fax
City Internet Site:	<a href="http://www.huntsvilleal.gov/ebids">www.huntsvilleal.gov/ebids</a>
IFB E-Documents:	Automotive and Equipment Parts Dispensing Service Section 2 Bidder Pricing Form 2022.xlsx
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Automotive & Equipment Parts Dispensing Service 2022

## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		Yes	No
	<b>I. GENERAL</b>		
1	The selected Contractor shall provide efficient and effective part dispensing services necessary to support the City's vehicles and equipment at the City of Huntsville's Fleet Maintenance facilities to include all staffing, management, aftermarket and original equipment manufacturer's maintenance and repair parts, including lubricants. Tires are excluded from this contract. The Contractor shall be responsible for compliance with all current and future Environmental Protection Agency and Alabama Department of Environmental Management regulations.	✓	
	<b>II. PARTS AND INVENTORY CONTROL</b>		
2	<p>The Contractor shall have access to, and control over, sufficient inventory provided either by the Contractor's on-site (see Additional On-Site Inventory Requirements below), or off-site stock, its own warehouse, original equipment manufacturer and/or by negotiation with one or several local parts operations to furnish 85% of the City's parts requirements on demand and at least 95% of the balance from the previous day by the start of business the work day following the request.</p> <p>Additional On-Site Inventory Requirements: The Contractor shall have and maintain an adequate inventory of parts at a minimum purchase value of \$400,000.00 to consist of parts that meet the City's current needs so that no undue delay is caused in the repair, service and operation of any vehicle(s) or unit(s) of equipment repaired by the City.</p> <p>The Contractor shall evaluate the usage history of the current inventory of vehicle parts and thereafter, on a monthly basis, to identify those that should be removed from stock, added to stock and to determine the stocking levels of those that should remain in stock. Prompt response time to parts requests is crucial to establish and maintain a high level of maintenance shop productivity. Any decision to make changes that will impact response times will be mutually agreed upon by the Fleet Manager and the Contractor.</p>	✓	

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		Yes	No
3	The Contractor shall provide stock and non-stock, whichever is requested by the City of Huntsville's Fleet Maintenance personnel, consisting of original equipment parts, supplies and equipment or aftermarket items in equal or higher quality. A minimum of Grade 8 is required on all fasteners. All hydraulic equipment, components and parts must meet JIC and SAE specifications. The City reserves the right to inspect the quality of materials, supplies and equipment proposed to be furnished and to reject any item(s) deemed not to meet original equipment standards and performance. All such items provided by the selected Contractor for resale to the City will remain the property of the Contractor until used by the City. At its discretion, the City may elect to purchase and maintain ownership of certain specialized items. The City reserves the right to purchase parts and/or services from other sources if the Contractor cannot obtain the desired part(s) by start of business the day following the request and in emergency situations to procure parts immediately, if the Contractor cannot supply the part(s) in an acceptable time frame. The Contractor will be responsible for any cost above the cost specified in the contract in such cases. Additional charges incurred by the City in these cases will be deducted from the Contractor's invoice. As time is of the essence, the Contractor shall, at all times, have the ability to purchase parts immediately either in person or over the phone from suppliers with whom he has no charge account. The use of a credit card or debit card in the Contractor's name would be acceptable to meet this requirement. It is the City of Huntsville's intent to procure and stock all tires separately from this contract.	✓	
4	The Contractor shall not issue parts or supplies to City personnel without a proper work order. The Contractor shall give a signed receipt containing specific information with items delivered to the City's employee for each work order. Two (2) copies of the receipts will be sent to Fleet Management's administrative section. Under no circumstances will City employees be allowed to purchase parts or supplies for personal use from the Contractor's facility located on City property.	✓	
5	The Contractor shall maintain warranty records of items sold to the City and issue any credits, including labor and parts, due to the City that are covered under these warranties.	✓	
6	The Contractor shall use current, state-of-the-art computer hardware and software to control and report on its operations. The computer system shall be capable of, but not limited to, providing online information on the Fleet Maintenance facility inventory and other Contractor owned inventories, monitoring and reporting the status of parts on hand, parts on order, parts on backorder, usage of parts and services, costs billing information and historical data on vehicles and equipment. This information will be made available to Fleet Management to assure a cost-effective operation. The City has implemented a Fleet Maintenance Information System purchased through AssetWorks. The Contractor's software must be compatible with the FA Suite software package and meet all requirements on hardware, software and interfacing. The Contractor will be responsible for, but not limited to, fees associated with interfacing, implementation and training to meet these requirements.	✓	
<b>III. CONTRACTOR'S PERSONNEL</b>			
7	The Contractor shall provide sufficiently trained, knowledgeable and service-oriented personnel to efficiently and effectively operate the total parts function as detailed. The Contractor must provide provisions for staffing not only during normal working hours but also during times of emergency, vacation and sick leave. The Contractor shall be responsible for the hiring, staffing, supervising, promoting, transferring and dismissal of any person employed in the performance of the resulting contract. The Contractor shall also be responsible for all wages, taxes, social security taxes, fringe benefits and training for these employees. Fleet Management must approve the Operations Supervisor selected by the Contractor.	✓	
8	Fleet Management reserves the right to request that the Contractor relocate any employee that is deemed detrimental to the parts operation. The Contractor must comply with all such requests.	✓	

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		Yes	No
9	Fleet Management reserves the right to request that the Contractor's personnel perform reasonable Fleet Management activities in addition to those required by the ensuing contract when appropriate.	✓	
10	The Contractor or the Contractor's employees shall direct any comments, questions or concerns during the course of the resulting contract to the City of Huntsville's Fleet Manager.	✓	
11	Fleet's Main Repair Shop must have two (2) professional parts personnel working the counter.	✓	
12	Fleet's Outdoor Power South Repair Shop must have one (1) professional parts personnel working the counter.	✓	
13	The Contractor must have two (2) Parts Couriers on-site and available to deliver parts to the Technicians when needed.  A minimum of (2) Parts Personnel must be on-site and available during emergency and inclement weather events during or outside of normal working hours, deemed so by the City, with no additional expense or charges to the City.	✓	
<b>IV. THE PARTS ROOM</b>			
14	The City of Huntsville will provide an adequate and secure operations and storage area to the Contractor free of charge. This will include heat, electricity, water, rest rooms and other such facilities and services that may be mutually agreed upon. The Contractor shall immediately notify the City in the event of any malfunctions or damage caused by plumbing or electrical services to, or in, the area furnished.	✓	
15	The Contractor will provide specialized equipment such as terminals and printers for the Contractor's computer system, office machines, file cabinets, shop equipment, vehicles, forklift, and other facilities and services that are required to operate an efficient and effective parts operation. This will also include desks and chairs. The City of Huntsville will provide the shelving and phone services.	✓	
16	The Contractor will exercise total control and responsibility for the facility. No one may enter the facility without the permission of the Contractor's management personnel. The Contractor will be granted access to the facility during non-operational hours whenever necessary to perform such activities that cannot be done during operational hours.	✓	
17	During the term of the contract, the Contractor shall use the Parts Room exclusively for the performance of this contract and shall not use it for any other business, personal or other use.	✓	
18	The City shall not be responsible for any injuries, damage, or other loss to the Contractor or its employees, inventory, equipment, personal property or personnel located in the Parts Room.	✓	
<b>V. DELIVERABLES</b>			
19	The Contractor shall provide comprehensive activity reports from its computer database when requested. Some activity items, such as, but not limited to, lost sales, back orders and number-of-days on order may be required on a daily basis. The City reserves the right to require any information considered necessary to monitor the Contractor's operation and to receive them on whatever frequency needed (i.e. daily, weekly or monthly).	✓	
20	The Contractor will invoice the City on a daily basis and include a copy of any invoice from the Contractor's supplier. The Contractor's invoice shall contain a complete account of all activity for that day, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or non-stock items as specified in the resulting contract. The City is not to be charged freight on parts available within a 50-mile radius of the Fleet Maintenance facility the part was ordered from, nor will premium prices be paid for stock parts resulting from the Contractor not adhering to an efficient and effective reorder plan.	✓	

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		Yes	No
21	The City of Huntsville Fleet Department has implemented a Fleet Maintenance Software package (AssetWorks). AssetWorks currently uses a real-time parts request interface. The successful Bidder will be required to alter their parts integration process in order to comply with AssetWorks by the City of Huntsville Fleet Department. The integration and application of the software alterations shall be required to be approved by the City of Huntsville ITS Department.	✓	
<b>VI. WORK SCHEDULE</b>			
22	The Current Hours of Operation for the Parts Room are: (These hours are subject to change by the City of Huntsville.) Monday thru Friday – 6:30am to 3:30pm  Contractor's employees must be available to operate the facility in case of an emergency, to include weather events, deemed so by the City.	✓	
<b>VII. EXPERIENCE AND QUALIFICATIONS</b>			
23	Bidder must provide a personnel roster that identifies each person that will actually work on the contract and provide the job title and resume for each.	✓	
24	Bidder must have at least five (5) years direct, on-site experience with municipal equipment to include: heavy, medium, light and outdoor power equipment.	✓	
25	Bidder must provide names of <u>all</u> current customers to whom your firm is providing comparable service.	✓	
26	Bidder must provide company name, contact person and phone number for three (3) references for whom your firm is currently providing comparable services.	✓	
27	Bidder must provide evidence of relationships with major suppliers and OEMs.	✓	
28	The City of Huntsville reserves the right to inspect the Bidder's place of business to ascertain capacity to perform the requirements of this contract.	✓	
<b>VIII. VALUE ADDED SERVICES</b>			
29	The Contractor will be required to make on-site hydraulic hoses and pricing shall be based on the components used to make the hose.	✓	
30	The Contractor shall provide training for use of new or current products to Fleet Maintenance personnel as deemed appropriate.	✓	
31	The Contractor may be required to sub-let off-site machine shop services as required or requested by the City of Huntsville. The cost will be mutually agreed upon in advance between the City and the Contractor.	✓	
32	The Contractor will be required to comply with the FTA (Federal Transit Administration) "Buy American" requirements, 49 CFR 661.11. (See Appendix G-Special Terms & Conditions)	✓	
<b>IX. CONTRACT PRICING</b>			
33	Bidder must complete the Pricing Form to show the GPM percentage over the direct cost of the parts.	✓	
34	Bidder must provide <u>the amount your firm will pay</u> for the parts list in the attached form, "Price Paid by Bidder," which is part of the pricing evaluation. Do not include the GPM percentage that you bid in the price you provide for each part on this form.	✓	

## APPENDIX F BIDDER PRICING FORM

The City 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 the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will 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 Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda:

W-72e

### SECTION 1 - (80 Points):

I WILL PROVIDE THE PARTS AND SERVICES AS OUTLINED IN THIS IFB AT THE FOLLOWING GPM PERCENTAGE ABOVE MY COST ON PARTS:

- I. Parts Invoiced to the Bidder at \$.01 - \$1,000 (69 points available)  
14 % GPM
- II. Parts Invoiced to the Bidder at \$1,000.01 - \$2,000 (6 points available)  
19 % GPM
- III. Parts Invoiced to the Bidder at \$2,000.01 + (5 points available)  
24 % GPM

**APPENDIX F  
BIDDER PRICING FORM  
(Continued)**

**SECTION 2 - (20 Points):**

See separate file attached in BidNet, Automotive and Equipment Parts Dispensing Service Section 2 Bidder Pricing Form 2022.xlsx. This form must be completed, signed and returned with the bid response.

**Appendix F-Bidder Pricing Form must also be signed and submitted with bid response.**

This Price Bid Form is hereby submitted by the undersigned:

Madison County Aut. Parts, Inc.  
Printed legal name of Bidder

W. Breland  
Signature

Wes Breland, Secretary and Treasurer  
Printed name of individual/corporate officer/general partner/joint venturer AND Title

February 2, 2022  
Date

**Automotive Equipment Parts Dispensing Service  
Section 2 - Bidder Pricing Form**

PRICE PAID BY BIDDER - NO SUBSTITUTIONS							
Item #	Manufacturer	Part #	Description	Yearly Estimated Qty	Unit of Measure	Price Each	Extended Price
1	Bendix	800405	Purge Valve	40	Each	\$73.99	\$2,959.60
2	Meritor	KIT2252H2DA	Brake Pad	15	Each	\$320.00	\$4,800.00
3	Wagner	H4656	Head Lamp	25	Each	\$4.70	\$117.50
4	Bosch	41920	Wiper Blade	50	Each	\$5.09	\$254.50
5	Motorcraft	FL820S	Oil Filter	1500	Each	\$3.09	\$4,635.00
6	Motorcraft	FL500S	Oil Filter	1500	Each	\$3.69	\$5,535.00
7	Prestone	AS250	Washer Fluid	1500	Gallons	\$2.29	\$3,435.00
8	3M	8880	Brake Cleaner	120	Cans	\$2.35	\$282.00
9	Midland	046U836N	Brake Shoe Kit	100	Each	\$41.16	\$4,116.00
10	Trucklite	1050	2 1/2 LED Light	75	Each	\$3.29	\$246.75
11	Hiel	H063-0109	Prox Switch	40	Each	\$60.54	\$2,421.60
12	Kubota	K311118020	Deck Wheel	40	Each	\$71.51	\$2,860.40
13	New Holland	605529	Deck Belt	15	Each	\$26.12	\$391.80
14	Oregon	94055	Blade	50	Each	\$13.42	\$671.00
15	New Holland	9624450	R134A-HYD Fluid	60	Each	\$32.15	\$1,929.00
16	Ford Motorcraft	3W7Z2C026AB	Rotor	20	Each	\$47.99	\$959.80
17	Ford Motorcraft	2U2Z2V001ZA	Pad	40	Each	\$41.12	\$1,644.80
18	Ford Motorcraft	6W1Z2200AA	Pads	20	Each	\$38.12	\$762.40
19	Ford Motorcraft	3W1Z1125AB	Rotor	40	Each	\$49.88	\$1,995.20
20	Ford Motorcraft	3U2Z2V001BB	Pads	40	Each	\$54.99	\$2,199.60
21	Ford Motorcraft	GG1Z1125A	13-19 Interceptor Rotor	50	Each	\$109.99	\$5,499.50
22	Ford Motorcraft	DG1Z2001F	13-19 Interceptor Pad	50	Each	\$69.60	\$3,480.00
23	Ford Motorcraft	DG1Z2200B	13-19 Interceptor Pad	70	Each	\$59.99	\$4,199.30
24	Ford Motorcraft	DG1Z2C026A	13-19 Interceptor Rotor	50	Each	\$81.10	\$4,055.00
25	Ford Motorcraft	L1MZ2200F	2020 Interceptor Pad	50	Each	\$99.00	\$4,950.00
26	Ford Motorcraft	L1MZ2001G	2020 Interceptor Pad	50	Each	\$125.00	\$6,250.00
27	Ford Motorcraft	L1MZ1125C	2020 Interceptor Rotor	50	Each	\$97.86	\$4,893.00
28	Ford Motorcraft	L1MZ2C026A	2020 Interceptor Rotor	50	Each	\$75.44	\$3,772.00
29	AC Delco-Professional	65FLEET	Top Post Battery - 850 CCA	100	Each	\$94.40	\$9,440.00
30	AC Delco-Professional	65AGMHRC	AGM Top Post Battery - 850 CCA	100	Each	\$71.51	\$7,151.00
31	Motorcraft Fuel Filter	FD 4616	6.0 Ford Fuel Filter	50	Each	\$34.51	\$1,725.50
32	Motorcraft Fuel Filter	FD 4617	6.4 Ford Fuel Filter	50	Each	\$34.51	\$1,725.50
33	Motorcraft Oil Filter	FL 2016	6.0 - 6.4 Oil Filter	50	Each	\$12.05	\$602.50
34	Motorcraft	DG508	4.6 Ignition Coil	40	Each	\$34.64	\$1,385.60
35	Autolite Spark Plug	APP104	4.6 Ford Spark Plug	80	Each	\$3.49	\$279.20
36	Champion Spark Plug	7989	5.4 Ford Spark Plug	48	Each	\$10.40	\$499.20
37	Ford Wheel	7W7Z1007 C	17" 2007 - 2008 Crown Victoria Wheel	20	Each	\$35.04	\$700.80
38	Ford Wheel	DG1Z1015A	18" 2013 - 2019 Inceptor Wheel	20	Each	\$70.66	\$1,413.20
39	Ford Wheel	LB5Z1015B	18" 2020 Police Interceptor Wheel	20	Each	\$380.46	\$7,609.20
40	Motorcraft	PM-22-GAL	Cetane Booster - Treats 1000 Gal.	10	Each	\$26.13	\$261.30
41	Motorcraft	PM-23-A	Cetane Booster - Treats 125 Gal.	10	Each	\$4.10	\$41.00
42	Heil Joystick	H031-6260	Joystick	15	Each	\$702.42	\$10,536.30
43	Heil	H372-5411	Arm	12	Each	\$3,820.04	\$45,840.48
44	Heil	H0315724012	Mac Valve	12	Each	\$39.71	\$476.52
45	Leece Neville	4962PA	Alt	15	Each	\$1,197.35	\$17,960.25
46	Detroit Radiator	FR51	Radiator	15	Each	\$409.16	\$6,137.40
47	Gunite	3600A	Drum	80	Each	\$95.41	\$7,632.80
48	Heil	219-2320	Pump	15	Each	\$1,321.70	\$19,825.50
49	Midland	GC4515TCR	Heavy Iron Shoe	148	Each	\$39.12	\$5,789.76
50	Heil	H093-2417SER	Grabber Finger	10	Each	\$789.00	\$7,890.00
51	Bendix	65225	Air Dryer	30	Each	\$214.50	\$6,435.00
52	Grote	77811	LED Strobe	30	Each	\$97.41	\$2,922.30
53	Bendix	801481	ABS Valve	30	Each	\$142.10	\$4,263.00
54	International	5010657R92	Injector	36	Each	\$202.12	\$7,276.32
55	Cummins	4387304RX	Doser Pump	7	Each	\$841.52	\$5,890.64
56	Cummins	2CU-3798339RX	Turbo	7	Each	\$3,399.00	\$23,793.00
57	Cummins	2CU-5496045RX	Turbo Actuator	10	Each	\$1,133.11	\$11,331.10
58	Cummins	CV52001-0	Crankcase Filter	15	Each	\$67.95	\$1,019.25
59	Kenworth	3799344	Hood Latch	20	Each	\$65.19	\$1,303.80
60	International	3514596C91	Power Steering Pump	10	Each	\$272.91	\$2,729.10
61	Gates	2/B88	Belt	25	Each	\$36.65	\$916.25
62	Thermo King	780941	Belt	25	Each	\$78.50	\$1,962.50
63	Detroit	23530573	Oil Filter	50	Each	\$17.09	\$854.50
64	Eldorado	260650	Heater Valve	15	Each	\$39.12	\$586.80
65	Heil	H0223509	Tailgate Seal	20	Each	\$39.50	\$790.00
66	PACMAC	KB-3918	Rotator	2	Each	\$5,555.00	\$11,110.00



## APPENDIX G SPECIAL TERMS & CONDITIONS

This contract is partially funded with 49 U.S.C., Chapter 53, Title 23, Section 5307, CFDA 20.507, and/or Section 5339, CFDA 20.526 Federal Transit Grant Funds. The attached Federal Compliance items must be certified. All proposals that do not have the certifications attached will be disqualified.

**Of Note, the awarded Contractor is certifying compliance to all relevant clauses herein and that all sub-contractors under this contract shall certify all relevant clauses herein, if applicable.**

1. **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES** - The Federal Government shall not be subject to any obligations or liabilities to any third-party contractor or other participant at any tier of the Project.
2. **PROGRAM FRAUD AND FALSE STATEMENTS OR CLAIMS** - The Contractor, subrecipients, subcontractors, agree to the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT Regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, and 49 U.S.C. §5323(1), 18 U.S.C. §1001 may apply to a subcontractor at any tier.
3. **ACCESS TO RECORDS AND REPORTS** -
  - 1) The Contractor will retain and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
  - 2) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
  - 3) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
  - 4) The Contractor agrees to permit FTA and its contractors' access to the sites performance under this contract as reasonably may be required.
4. **FEDERAL REQUIREMENT CHANGES** - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Huntsville, AL Huntsville Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor shall require subcontractors, at all tiers, to comply with all the applicable federal changes as listed above.
5. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.
6. **DISADVANTAGED BUSINESS ENTERPRISE** - The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

**7. CIVIL RIGHTS** - The Contractor, subrecipient or subcontractor must comply with the following Federal Laws:

- 1) 1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age, and all other applicable regulations as required by FTA.
- 2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- 3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age, and any other requirements that FTA may issue.
- 4) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**8. ENERGY CONSERVATION** – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Complying with and facilitating compliance with: (1) Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and (2) U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

**9. TRAFFICKING in PERSONS** – The contractor agrees that it and its employees, may not:

- 1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
- 2) Precure a commercial sex act during the period of time that that the agreement is in effect, or
- 3) Use forced labor in the performance of the contract or sub-contracts.

**10. FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS** – The contractor agrees to comply with Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. D, title VII, §§ 744–745), U.S. DOT Order 4200.6. The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- 2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. W-Jel Signature of Contractor's Authorized Official  
 II. Nis Breland, Secretary/Treasurer Name and Title of Contractor's Authorized Official  
 III. February 2, 2022 Date

**11. SAFE OPERATIONS of MOTOR VEHICLES** – The contractor is encouraged to have safe operations of motor vehicle policies:

- 1) Seat Belt Use – Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- 2) Distracted Driving, Including Text Messaging While Driving – The contractor agrees to:
  - I. Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of the Agreement; and
  - II. Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
  - III. Extension of Provision. Include this Special Provision in each third party subagreement at each tier supporting this agreement.

**12. ADA ACCESS** – The contractor agrees to comply with mandatory requirements relating to Federal protections for individuals with disabilities under the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Section 12101 *et seq.*, prohibiting discrimination against qualified individuals with disabilities in all programs, activities, and services. It also imposes specific requirements on public and private public and private entities. The contractor must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA employment, public services, public accommodations, telecommunications, and other provisions.

**13. SAFETY SENSITIVE INFORMATION** – The contractor must protect, and take measures to ensure that its sub-contractor(s) at each tier protect, “sensitive security information” made available during the administration of a contract or sub-contract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 C.F.R. Part 15, and with 49 U.S.C. Section 114(r), and implementing Department of Homeland Security regulations, 49 C.F.R. Part 1520.

**14. TERMINATION PROVISIONS** – (*Applicable to contracts exceeding \$10,000*). The termination clauses extend to Contractors, sub-contractors, and sub-recipients at every level.

- 1) Termination for Convenience (General Provision) - The City of Huntsville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Huntsville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Huntsville, the Contractor will account for the same, and dispose of it in the manner the City of Huntsville directs.
- 2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Huntsville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Huntsville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Huntsville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- 3) Opportunity to Cure (General Provision) - The City of Huntsville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Huntsville’s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within

[ten (10) days] after receipt by Contractor or written notice from City of Huntsville setting forth the nature of said breach or default, the City of Huntsville shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Huntsville from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4) Waiver of Remedies for any Breach - In the event that the City of Huntsville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Huntsville shall not limit City of Huntsville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Huntsville may terminate this contract for default. The City of Huntsville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Huntsville.

**15. DEBARMENT AND SUSPENSION** (*Applicable to Procurements Exceeding \$25,000*) - The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the "Excluded Parties Listing System" at [www.sam.gov](http://www.sam.gov), and will include a similar term or condition in each of its covered transactions. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award

**16. LOBBYING AND CERTIFICATION DISCLOSURE** (*Applicable to Procurements Equal to or Exceeding \$100,000*) - 31 U.S.C. 1352 (a), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I. W-Breland  
Signature of Contractor's Authorized Official

II. Wes Breland, Secretary/Treasurer  
Name and Title of Contractor's Authorized Official

III. February 2, 2022  
Date

**17. BUY AMERICA FOR STEEL, IRON, AND MANUFACTURED PRODUCTS** (*Applicable to Non-Rolling Stock Procurements Exceeding \$150,000*) - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. §661.11.

In accordance with 49 C.F.R. §661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

- 1) **Certificate of Compliance with Buy America Requirements** - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 C.F.R. Part 661.

I. Date February 2, 2022

II. Signature W-Breland

III. Company Name Madison County Auto Parts, Inc.

IV. Printed Name Wes Breland

V. Title Secretary and Treasurer

- 2) **Certificate of Non-Compliance with Buy America Requirements** - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable 49 C.F.R. 661.7.

I. Date \_\_\_\_\_

II. Signature \_\_\_\_\_

III. Company Name \_\_\_\_\_

IV. Printed Name \_\_\_\_\_

V. Title \_\_\_\_\_

**18. BREACHES AND DISPUTE RESOLUTION** (*Applicable to Procurements Exceeding \$250,000*)

- 1) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Huntsville's Attorney. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Attorney. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to

offer evidence in support of its position. The decision of the City Attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.

- 2) Performance During Dispute - Unless otherwise directed by the City of Huntsville, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages thereof shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City of Huntsville and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Huntsville is located.
- 5) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the City of Huntsville, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**19. CLEAN AIR and FEDERAL WATER POLLUTION CONTROL ACT** (*Applicable to Procurements Exceeding \$150,000*) - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and 33 U.S.C. §§ 1251 through 1388, as amended;

- 1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"
- 2) Refrain from using any violating facilities,
- 3) Report violations to FTA and the Regional U.S. EPA Office, and
- 4) Comply with the inspection and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387
- 5) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**20. STATE and LOCAL LAW DISCLAIMER** - The use of many of the suggested clauses may not be governed by Federal Law, but may be significantly affected by State law. Contractors should consult with their attorneys before using language in the sub-contractors procurement documents.

**21. PUBLIC TRANSIT PROTEST PROCEDURES** – Authority to Resolve Protested Solicitations and Awards, including the process of submitting a protest, is available upon request to the City of Huntsville, Huntsville Transit, Scott Freeman, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

**CERTIFICATION:**

The Contractor, Madison County Auto Parts, certifies that all the above referenced federal requirements will be complied with as stated herein, as applicable. FAILURE TO CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID PROPOSAL.

Madison County Auto Parts, Inc.  
Legal Name of Firm

W-Zee  
Signature of Bidder

Nes Breland  
Print or Type Name of Bidder

February 2, 2022  
Date

## APPENDIX H

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Madison County Auto Parts, Inc
- City of Huntsville current taxpayer identification number (if available): 51687 Lic # 322592  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>375-166 AL</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, **are not required unless:** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: W-Breland Title (if applicable): Secretary/Treasurer  
 Type or legibly write name: Nes Breland Date: February 2, 2022



## Alabama Secretary of State



<b>Madison County Auto Parts, Inc.</b>	
Entity ID Number	000 - 375 - 166
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Marshall County
Formation Date	10/20/2016
Registered Agent Name	BRELAND, HOWARD S
Registered Office Street Address	2411 C JORDAN LANE HUNTSVILLE, AL 35816
Registered Office Mailing Address	2411 C JORDAN LANE HUNTSVILLE, AL 35816
Nature of Business	WHOLESALE/RETAIL SALES OF AUTO PARTS AND SUPPLIES
Capital Authorized	3000 @ \$100. PV
Capital Paid In	
<b>Directors</b>	
Director Name	BRELAND, HOWARD STEVEN
Director Street Address	115 STARGATE DRIVE MADISON, AL 35758
Director Mailing Address	115 STARGATE DRIVE MADISON, AL 35758
Director Name	BRELAND, WESLEY STEVEN
Director Street Address	104 JONES VALLEY DRIVE SE HUNTSVILLE, AL 35802
Director Mailing Address	104 JONES VALLEY DRIVE SE HUNTSVILLE, AL 35802
Director Name	DOUGLAS, RICKY JOE
Director Street Address	1161 NEW MARKET ROAD NEW MARKET, AL 35761
Director Mailing Address	1161 NEW MARKET ROAD NEW MARKET, AL 35761
<b>Incorporators</b>	
Incorporator Name	BRELAND, HOWARD S
Incorporator Street Address	115 STARGATE DRIVE MADISON, AL 35758

<b>Madison County Auto Parts, Inc.</b>	
Incorporator Mailing Address	115 STARGATE DRIVE MADISON, AL 35758
<b>Annual Reports</b>	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="http://www.revenue.alabama.gov">www.revenue.alabama.gov</a>. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	<a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a>
<b>Transactions</b>	
Transaction Date	10/31/2016
Miscellaneous Filing Entry	New Entity Effective 10-20-2016 15:13
<b>Scanned Documents</b>	
Document Date / Type / Pages	<a href="#">10/31/2016</a> Certificate of Formation 7 pgs.

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**APPENDIX C  
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Madison County Auto Parts, Inc.

Doing-Business-As Name of Proposer:

NAPA Auto Parts

Principal Office Address:

2411 Jordan Ln NW Suite C  
Huntsville, AL 35816

Telephone Number:

256 726 0538

Fax Number:

256 937 7629

Form of Business Entity [check one ("X")]

Corporation  X  
Partnership  ---  
Individual  ---  
Joint Venture  ---  
Other (describe):  ---

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

October 20, 2016

Location of incorporation:

Huntsville, AL

The corporation is held:

Publicly  Privately  X

Names and titles of corporate officers:

Steve Breland - President

Ricky Douglas - Vice President

Nes Breland - Secretary / Treasurer

Partnership Statement

If a partnership, answer the following:

Date of organization:

Location of organization:



any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

#### 4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

W. Breland  
Signature of Proposer

Wes Breland  
Print or Type Name of Proposer

February 2, 2022  
Date  
Code

Madison County Auto Parts, Inc.  
Legal Name of Firm

P.O. Box 18276  
Mailing Address

Huntsville AL 35804  
City State Zip

(256) 651-3300 (256) 937-7629  
Phone Fax

wesbreland@madisoncountyautoparts.com  
Email Address

www.napaonline.com  
Website Address

# E-Verify

Company ID Number: 525747

Client Company ID Number: 1148988



If you have any questions, contact E-Verify at 1-888-464-4218.  
Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent LeCroy CPA Group, PC	
Name (Please Type or Print)	Title
MaryAnn Anderson	
Signature	Date
Electronically Signed	December 06, 2016
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Madison County Auto Parts, Inc.
Company Facility Address	2411 C Jordan Lane Huntsville, AL 35816
Company Alternate Address	
County or Parish	Madison
Employer Identification Number	81-4218574
North American Industry Classification Systems Code	Motor Vehicle And Parts Dealers (441)
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

# E-Verify

Company ID Number:525747

Client Company ID Number:1148988



**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

# E-Verify

Company ID Number: 525747

Client Company ID Number: 1148988



## Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Howard S Breland
Phone Number	(256) 683-7701
Fax Number	
Email Address	stevebreland@madisoncountyautoparts.com

4. **HOLDING OVER:**

In the absence of any written agreement to the contrary, if the Contractor should remain in occupancy of the premises after the expiration of the lease term, the Contractor shall so remain as a tenant from month to month and all provisions of the Lease applicable to such tenancy shall remain in full force and effect.
5. **USE OF PREMISES:**

The premises shall be used and occupied by the Contractor to provide Automotive and Equipment Parts Dispensing Services to the City of Huntsville. The Contractor shall at all times fully and promptly comply with all law, ordinances, (all City owned facilities and vehicles are smoke-free) orders, and regulations of any lawful governmental authority having jurisdiction over said Premises. The Contractor shall receive mail from the United States Postal Service from the mailbox located at 4203 E. Schrimsher Lane, Huntsville, Alabama 35805.
6. **PARKING:**

The City will provide parking for the Contractor's employees occupying the premises at 2739 Johnson Road and 3242 Leeman Ferry Road, Huntsville, Alabama.
7. **INSURANCE:**

The Contractor shall add the City of Huntsville to its premises liability insurance as a named insured in accordance with the insurance requirements outlined in Appendix A. The Contractor shall furnish the City with a Certificate of Insurance showing the City of Huntsville as a named insured.
8. **MAINTENANCE AND REPAIRS:**

The City shall maintain the premises in good condition, to include the building envelope, roof, air conditioning and heat machinery equipment and will do all repairs, modifications, and replacements which may be required by applicable laws or ordinances.
9. **ALTERATIONS, IMPROVEMENTS, MODIFICATIONS, EQUIPMENT, AND FIXTURE INSTALLATION:**

The Contractor shall be allowed to install telephone lines, and to make superficial modifications to the premises (such as painting) during the term of the Lease agreement if the Contractor elects to do so. All such installations and modifications must be in accordance with Health Department regulations. The Contractor will provide any equipment necessary for containment, storage, or shelving of inventory, or equipment needed by the Contractor in order to conduct business with The City of Huntsville. Any other additions, modifications, (including electrical and plumbing modifications, alterations, or improvements to the interior) shall not be performed without the prior consent of the City. Such improvements will become the property of the City of Huntsville.
10. **PAYMENT OF UTILITIES AND SERVICES:**

The City will promptly pay, when due, all utilities and any applicable taxes levied upon or assessed against the Premises during the term of this lease.
11. **ACCESS TO PREMISES:**

The Contractor shall have access to the premises 24 hours a day, 7 days a week.
12. **ASSIGNMENTS OR SUBLETTING:**

The Contractor may not assign, sublet, or transfer the Premises or any portion thereof.
13. **TERMINATION FOR CAUSE OR CONVENIENCE**

If the City of Huntsville determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the City of Huntsville may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work. The City of Huntsville reserves the right to buy all, or part, of the vendor's inventory on City premises at the vendor's cost if the termination should occur.

Inasmuch as the parties' intent is that this lease agreement mirrors the term of the primary contract awarded pursuant to Invitation for Bid# 29-2022-54-1, any termination of the contract shall be considered an automatic termination of this lease agreement.

The City of Huntsville reserves the right to cancel this contract without cause giving a thirty-day written notice.

IN WITNESS WHEREOF, the parties hereto have entered into this lease agreement on the \_\_\_\_ day of \_\_\_\_\_, 2022.

City of Huntsville, Alabama,  
A Municipal Corporation

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Tommy Battle

ATTEST:

BY: \_\_\_\_\_  
Kenneth Benion  
Clerk Treasurer

Awarded Contractor

DATE: \_\_\_\_\_

By: W-Breland  
(Awarded Bidder)

ATTEST:

BY: Jeri L. Bates

Wes Breland  
Secretary/Treasurer  
Madison County Auto Parts

STATE OF ALABAMA    )  
COUNTY OF MADISON   )

I, the undersigned, a notary public in and for said County, in the State, hereby certify that Tommy Battle and Kenneth Benion whose names as Mayor and City Clerk-Treasurer of The City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA    )  
COUNTY OF MADISON   )

I, the undersigned, a notary public in and for said County, in the State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_, is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_