



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/18/2025

**File ID:** TMP-6344

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

**Finance Information:**

**Account Number:** See comments below.

**City Cost Amount:** \$ Varies based on Contract pricing structures.

**Total Cost:** \$ Varies based on Contract pricing structures.

**Special Circumstances:**

**Grant Funded:** \$ N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

Standard of periodic bid utilized by various departments.

Update of Bid:

Maxim Crane Works, LP - Crane Rental Services (Water Pollution Control)

S&S Firestone Inc. dba Best One Tire - Tires & Tire Repair (Public Transit)

**RESOLUTION NO. 25-\_\_\_\_\_**

**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. An executed copy of said documents is being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:**

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Maxim Crane Works, LP	Crane Rental Services	One Year W/Extensions
S&S Firestone Inc. dba Best One Tire	Tires & Tire Repair	One Year W/Extensions

**ADOPTED** this the 18th day of December, 2025.

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

**APPROVED** this the 18th day of December, 2025.

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



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement Services **DATE:** 12/3/2025  
**FROM:** Kerri Bevilacqua **DEPT:** Water Pollution Control  
**BID #:** 11-2026-76 **COMMODITY/SERVICE:** Crane Rental Services

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** MAXIM CRANE WORKS, LP

**RECOMMENDATION:** The department recommends awarding to the sole bidder.

DESCRIPTION	PRICE	UOM	COMMENT
23 Ton Crane (Minimum of 4 hours)	155.00	HR	
28 Ton Crane (Minimum of 4 hours)	155.00	HR	
40 Ton Crane (Minimum of 4 hours)	165.00	HR	
70 Ton Crane (Minimum of 4 hours)	235.00	HR	
110 Ton Crane (Minimum of 4 hours)	290.00	HR	
12,000 LB Lift Rigging	650.00	DAY	
15,000 LB Lift Rigging	650.00	DAY	

**INITIAL PURCHASE:** As Needed  
**FUNDING SOURCE:** Varies  
**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.

**Randall Stewart** Digitally signed by Randall Stewart  
Date: 2025.12.04 10:05:36 -06'00'

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.12.04 10:51:45 -06'00'

12.4.2025

Procurement Manager

Date

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



## CONTRACT/BID AWARD RECOMMENDATION FORM

<b>TO:</b>	Procurement Services	<b>DATE:</b>	12/3/2025
<b>FROM:</b>	Kerri Bevilacqua	<b>DEPT:</b>	Water Pollution Control
<b>BID #:</b>	11-2026-76	<b>COMMODITY/SERVICE:</b>	Crane Rental Services

[illegible]

## APPENDIX A 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 the Advertisement for Bids – Notice to Bidders, 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: Chris Bladow

### CRANE RENTAL SERVICES:

**(Bid pricing must include all fees and miscellaneous charges, these cannot be charged separately)**

<b><u>I. CRANE RATES AND BOOM LENGTHS</u></b>						
<b>CRANE MAIN CAPACITY</b>	<b>MAIN LENGTH</b>		<b>JIB LENGTH</b>		<b>HOURLY RATE</b>	<b>MINIMUM CHARGE</b>
23 TON	<u>90</u>	FEET	<u>0</u>	FEET	\$ <u>155.00</u>	4HR
28 TON	<u>110</u>	FEET	<u>0</u>	FEET	\$ <u>155.00</u>	4HR
40 TON	<u>94</u>	FEET	<u>32</u>	FEET	\$ <u>165.00</u>	4HR
70 TON	<u>127</u>	FEET	<u>60</u>	FEET	\$ <u>235.00</u>	4HR
110 TON	<u>164</u>	FEET	<u>58</u>	FEET	\$ <u>290.00</u>	4HR

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

<b><u>II. RIGGING/FORKLIFT RATES</u></b>		
12,000 LB Lift	\$ <u>650.00</u>	PER RIGGING
15,000 LB Lift	\$ <u>650.00</u>	PER RIGGING
25,000/35,000 LB Versalift	\$ <u>700.00</u>	PER RIGGING
Forklift Boom Rental	\$ <u>0</u>	PER RIGGING
Riggers/Laborers	\$ <u>92.00</u>	PER HOUR/PER MAN
Tractor-Trailer / Haul Truck	\$ <u>155.00</u>	PER HOUR/TRUCK

**III. DISCOUNT PERCENTAGE OFF LIST PRICE FOR ALL OTHER RELATED  
ITEMS AND SIZES NOT LISTED IN THE BIDDER PRICING FORM: 0 %**

**Contact Name(s) & Phone #(s) For Service Requests:**

Perry Powers 256-214-5032

\_\_\_\_\_

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Maxim Crane Works

Printed legal name of Bidder

Chris Bladow

Signature

Chris Bladow - Branch Manager

Printed name of individual/corporate officer/general partner/joint venturer AND Title

11/21/25

Date

## APPENDIX B 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	Compliant?	
		Yes	No
1	The City agrees to refer to Bidder all crane rental services (within loading).	X	
2	The City agrees to a four (4) hour minimum charge.	X	
3	The City agrees to pay per invoice for the services performed by the Bidder during the proceeding as follows:	X	
4	The Bidder agrees to respond within twenty-four (24) hours of notification to all crane rental requests regardless of the time (day or night).		
5	The Bidder agrees to adequately provide for the safety of the public by the placement of warning devices such as cones, barriers or other devices where work is being accomplished by the Bidder. The Bidder also agrees to provide any additional safety measures that they deem necessary to adequately perform the necessary work.	X	
6	The Bidder agrees to complete all crane operation services determined by the City before leaving the jobsite for another job.	X	
7	Crane rental services shall consist of all crane rentals for cranes ranging from 20 tons to 110 tons with main booms from 92' to 114'.		
8	The Bidder agrees to maintain an annual log, which is updated weekly, showing all information related to each job. The information is to be entered into the Bidder's computer and made available to the City at the City's request.	X	
9	It is mutually understood and agreed that this contract is for personal services and is not assignable.	X	
10	The Company agrees to possess and maintain all pertinent licenses and permits applicable by law.	X	
11	A quote must be submitted for all items not listed within the Bidder Pricing Form that have a discount applied. The quote must contain the item number, description, list price, discount and discounted price.	X	

**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

Maxim Crane Works L.P.

Doing-Business-As Name of Proposer:

\_\_\_\_\_

Principal Office Address:

840 Licking Pike, Wilder, KY 41076 (Corporate Office)

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

859-441-7400

Fax Number:

\_\_\_\_\_

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

Corporation

Partnership

x

Individual

Joint Venture

Other (describe):

\_\_\_\_\_

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

\_\_\_\_\_

Location of incorporation:

\_\_\_\_\_

The corporation is held:

Publicly \_\_\_ Privately \_\_\_

Names and titles of corporate officers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Partnership Statement

If a partnership, answer the following:



Date of organization: 7/1998 Type text here  
Location of organization: 840 Licking Pike, Wilder, KY 41076 (Corporate Office)  
The partnership is: General Limited Type text here

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

APOLLO MANAGEMENT HOLDINGS L.P.

9 WEST 57TH STREET NEW YORK, NY 10019

#### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes \_\_\_ No \_\_\_

Name, address of each Joint Venturer and percent of ownership of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes \_\_\_ No X  
If "Yes," Department \_\_\_\_\_

Member of Household City Employee Yes \_\_\_ No X  
If "Yes," Name (s) \_\_\_\_\_

Anyone associated with your company a City Employee Yes \_\_\_ No X  
If "Yes," Name (s) \_\_\_\_\_

## **3. CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, 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.**

**I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.**

  
\_\_\_\_\_  
Signature of Proposer

Chris Bladow  
\_\_\_\_\_  
Print or Type Name of Proposer

11/21/25  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Website Address

## APPENDIX D REPORT OF OWNERSHIP FORM

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

- Legal name(s) (include "doing business as", if applicable): Maxim Crane Works L.P.
- City of Huntsville current taxpayer identification number (if available): 52939  
(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 checked="" type="checkbox"/> Limited Partnership (LP)	Number & State: 000-816-096      Pennsylvania
<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 type="checkbox"/> Corporation	Number & State:
<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: Chris Bladow Title (if applicable): Branch Manager  
Type or legibly write name: Chris Bladow Date: 11/21/25



# Alabama Secretary of State



## Maxim Crane Works, L.P.

Entity ID Number	000-816-096
Entity Type	Foreign Limited Partnership
Principal Address	1225 WASHINGTON PIKE STE 100 BRIDGEVILLE, PA 15017
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Pennsylvania
Formation Date	07/01/1994
Qualify Date	11/22/1999
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	
<b>General Partners</b>	
General Partner Name	MAXIM CRANE WORKS LLC
General Partner Street Address	1225 WASHINGTON PIKE STE 100 BRIDGEVILLE, PA 15017
General Partner Mailing Address	Not Provided
<b>Annual Reports</b>	
Report Year	<a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2023</a>
<b>Transactions</b>	
Transaction Date	01/28/2005
Legal Name Changed From	Anthony Crane Rental, LP
Transaction Date	01/28/2005
Partner Activity	MAXIM CRANE WORKS LLC
Transaction Date	01/28/2005
Principal Office Changed From	1165 CAMP HOLLOW ROAD WEST MIFFLIN, PA 15122
Transaction Date	03/08/2010

**Maxim Crane Works, L.P.**

Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	02/16/2016
Legal Name Merged	Crane Rental Corporation
Transaction Date	02/16/2016
Miscellaneous Filing Entry	Merger Effective 08-01-2015 17:00 17:00
Transaction Date	03/06/2017
Legal Name Merged	Elliott AmQuip LLC
Transaction Date	03/06/2017
Miscellaneous Filing Entry	Merger Effective 01-01-2017 17:00
Transaction Date	03/10/2017
Legal Name Merged	AmQuip Crane Rental LLC
Transaction Date	03/10/2017
Miscellaneous Filing Entry	Merger Effective 01-01-2017 17:00
<b>Scanned Documents</b>	
Document Date / Type / Pages	<u>11/22/1999</u> <u>Certificate of Formation</u> <u>1</u> pg.
Document Date / Type / Pages	<u>01/28/2005</u> <u>Legal Name Change</u> <u>1</u> pg.
Document Date / Type / Pages	<u>03/08/2010</u> <u>Registered Agent Change</u> <u>1</u> pg.
Document Date / Type / Pages	<u>02/16/2016</u> <u>Merger</u> <u>8</u> pgs.
Document Date / Type / Pages	<u>03/06/2017</u> <u>Merger</u> <u>6</u> pgs.
Document Date / Type / Pages	<u>03/10/2017</u> <u>Merger</u> <u>6</u> pgs.

Browse Results

New Search



Company ID Number: 48112

Approved by:

<b>Employer</b> Maxim Crane Works, L.P.	
<b>Name (Please Type or Print)</b> Thomas K Liston	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/24/2007
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/24/2007



Company ID Number: 48112

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Maxim Crane Works, L.P.
Company Facility Address	1225 Washington Pike Bridgeville, PA 15017
Company Alternate Address	
County or Parish	ALLEGHENY
Employer Identification Number	251739175
North American Industry Classification Systems Code	238
Parent Company	Maxim Crane Works Holdings, Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	53 site(s)



Company ID Number: 48112

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

AL	3
AZ	1
CA	5
CO	1
FL	3
GA	3
IN	1
KS	1
KY	2
LA	3
MA	2
MD	1
MO	1
MT	3
NC	1
NJ	1
OH	1
OR	1
PA	4
SC	2
TN	3
TX	7
WA	2
WV	1





**Company ID Number:** 48112

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

Name	Peggy Barker
Phone Number	8594417400176
Fax	
Email	pbarker@maximcrane.com



Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** S&S Firestone, dba Best One Tire **DATE:** 12/2/2025  
**FROM:** Public Transit **DEPT:** Public Transit  
**BID #:** 4-2026-54 **COMMODITY/SERVICE:** Tires & Tire Repair

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** S&S Firestone Inc. dba Best One Tire


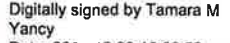
**RECOMMENDATION:** Recommend S&S Firestone, dba Best One Tire as chosen vendor for this bid.

DESCRIPTION	PRICE	UOM	COMMENT
255/70R22.5 Michelin X2E Tire	501.27	EA	Medium/Heavy Duty Bus
275/70R22.5 Michelin InCity Tire	638.33	EA	Medium/Heavy Duty Bus
305/70R22.5 Michelin InCity Tire	859.32	EA	Medium/Heavy Duty Bus
305/85R22.5 Michelin InCity Tire	985.60	EA	Medium/Heavy Duty Bus
New Wheel (Steel \$95; Aluminum \$450)	95/450	EA	Medium/Heavy Duty Bus
Change Tire (Per Tire)	Included	EA	Medium/Heavy Duty Bus
Mount & Dismount (to include accessories)	25	EA	Medium/Heavy Duty Bus

**INITIAL PURCHASE:** As needed on a weekly basis  
**FUNDING SOURCE:** 2000-54-54D10-515580-PT5040  
**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.

 Digitally signed by Quisha Bryant Date: 2025.12.03 15:24:00 -06'00'	<u>12/03/25</u>
Department Head	Date
 Digitally signed by Tamara M Yancy Date: 2025.12.03 16:00:53 -06'00'	<u>12.03.2025</u>
Procurement Manager	Date

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

[illegible]

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**We acknowledge receipt of the following addenda:** \_\_\_\_\_

### MEDIUM / HEAVY DUTY BUSES

DESCRIPTION	U/M	PRICE
UNIT PRICE FOR EACH TIRE TYPE:		
• 255/70R22.5 <i>Michelin XZE</i>	EA	\$ <i>501.27</i>
• 275/70R22.5 <i>Michelin In city</i>	EA	\$ <i>638.33</i>
• 305/70R22.5 <i>Michelin In city</i>	EA	\$ <i>859.32</i>
• 305/85R22.5 <i>Michelin In city</i>	EA	\$ <i>985.60</i>
NEW WHEEL <i>Steel 95.00 Aluminum 450.00</i>	EA	\$
CHANGE TIRE (PER TIRE)	EA	\$ <i>Included</i>
MOUNT AND DISMOUNT (TO INCLUDE ACCESSORIES)	EA	\$ <i>25.00</i>
FLAT REPAIR, OFF VEHICLE (PER TIRE)	EA	\$ <i>30.00</i>
ROADCALL SERVICE CHARGE - TIRES <i>Flat Rate</i>	HR	\$ <i>70.00</i>
EMERGENCY VEHICLE AFTER-HOURS ROADSIDE ASSISTANCE - TIRES	HR	\$ <i>95.00</i>
USED TIRE RECYCLE AND DISPOSAL FEE (PER TIRE)	EA	\$ <i>8.00</i>
ALIGNMENT	EA	\$ <i>159.95</i>
	<b>TOTAL</b>	\$

*255 70R 22.5 Firestone 560 320.00*  
*275 70R 22.5 Firestone 561 365.00*

# MODIFIED VANS

DESCRIPTION	U/M	PRICE
UNIT PRICE FOR EACH TIRE TYPE:		
• LT225/75R16 <i>BFGoodrich HO Pro</i>	EA	\$ <i>176.80</i>
NEW WHEEL	EA	\$ <i>129.00</i>
CHANGE TIRE (PER TIRE)	EA	\$ <i>Free</i>
MOUNT AND DISMOUNT (TO INCLUDE ACCESSORIES)	EA	\$ <i>25.00</i>
FLAT REPAIR (PER TIRE)	EA	\$ <i>25.00</i>
ROADCALL SERVICE CHARGE - TIRES <i>Flat Rate</i>	HR	\$ <i>70.00</i>
EMERGENCY VEHICLE AFTER-HOURS ROADSIDE ASSISTANCE - TIRES	HR	\$ <i>95.00</i>
USED TIRE RECYCLE AND DISPOSAL FEE (PER TIRE)	EA	\$ <i>3.00</i>
ALIGNMENT	EA	\$ <i>99.95</i>
	TOTAL	\$

*225 75R16 Firestone HT3 111.60*

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

*S+S FIRESTONE INC.*

Printed legal name of Bidder

*[Signature]*  
Signature

*AUSTEN SWENTZEL*

Printed name of individual/corporate officer/general partner/joint venturer AND Title

*11-11-25*

Date

## APPENDIX B

### 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.

#	SPECIFICATIONS	VENDOR COMPLIANCE	
I.	Objective	YES	NO
a.	The City of Huntsville is seeking bids from interested and qualified firms to provide new tires and tire services for specified medium / heavy duty buses, paratransit minibuses, and smaller department service vehicles. The intent of this IFB is to award contract(s) to the/those responsible firm(s) whose bid, conforming to this IFB is the lowest responsive, responsible bid price; qualified, and compliant with minimum specifications considered. References from current and past customers receiving similar products and services shall be considered in evaluating the qualifications of the bidder.	✓	
b.	This IFB and specification does not include recaps. It is the intent of the City of Huntsville Public Transit division to purchase all new tires for the fleet of 29 fixed route buses & 27 paratransit minibuses; per specifications.	✓	
II.	Overview of the Fleet	YES	NO
a.	<p>The City of Huntsville's, Public Transit fleet currently consists of approximately 56 units, per attachment "A" – Vehicle Inventory. It includes:</p> <ul style="list-style-type: none"> <li>Quantity of 29 – 32-40' fixed route transit buses</li> <li>Quantity of 27 - 24' paratransit minibuses</li> </ul> <p>All units are currently maintained by the City of Huntsville's Fleet Maintenance Division.</p>	✓	
III.	General	YES	NO
a.	The selected Contractor(s) shall provide efficient and effective tire dispensing services necessary to support the City's vehicles and equipment at the City of Huntsville's Public Transit facility. This should include all staffing and management with stock that consists of new tires, per specifications.	✓	
b.	Work includes, but is not limited to, providing all labor, materials, equipment, tools, testing equipment, service truck(s) and services required for the program management and administration of scheduled maintenance and repairs (monitor and maintain proper tire pressure, check tire tread depth, rotate tires, balance tires, install new tires, properly dispose of unusable tires, inspect and submit reports), and tire emergency repairs on equipment owned by the City of Huntsville, Public Transit.	✓	
c.	Tire supply and/or services are for varied Public Transit vehicles of paratransit minibuses, and fixed route buses.	✓	
d.	The Contractor(s) shall be responsible for complying with any and all local, state and federal laws or regulations.	✓	
e.	<p>The Contractor(s), as a minimum, shall meet or exceed with the applicable requirements of the latest and current revision of the following codes and specifications published by the following organizations:</p> <p><b>EPA</b> – Environmental Protection Agency  <b>OSHA</b> – Occupational Safety &amp; Health Act  <b>ADEM</b> – Alabama Department of Environmental Management</p>	✓	
f.	The Contractor(s) shall correct any and all deficiencies discovered during any inspection at no cost to the City of Huntsville.	✓	



IV.	Responsibilities of the Selected Tire Contractor(s)	YES	NO
a.	The selected Contractor(s) will be required to furnish all supervision, labor and sub-contract work needed to manage and maintain all tires on fixed route buses, and paratransit minibuses consistent with the performance standards and service specifications identified in this IFB. The Contractor(s) will be responsible for providing any and all equipment needed to provide new tires and tire services.	✓	
b.	The Contractor(s) will be required to have extended knowledge of proper application of tire types and sizes. Manufacturer's intended applications must be strictly followed to ensure the safe operation of City transit department vehicles.	✓	
c.	Contractor(s) must provide a personnel roster that identifies each person who will actually work on the contract and provide the title and function to be performed.	✓	
d.	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.	✓	
V.	Use of City Public Transit Facility / Lot	YES	NO
a.	The City of Huntsville will allow the Contractor(s) to use the Public Transit parking lot, and/or, the service bay located on the Transit property at 500 Church Street to perform the tire services specified in this IFB on Saturdays, or after 7 p.m. on weekdays, or as otherwise agreed upon between Public Transit and Contractor.	✓	
b.	Contractor shall be fully insured including Workers Compensation and Auto Liability Insurance.	✓	
c.	It is anticipated that a majority of work will be performed on the Public Transit facility parking lot. The City of Huntsville does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the Public Transit Services compound. The Contractor(s) will be responsible for identifying any hazardous condition and notifying the City of Huntsville in writing within thirty (30) days of Agreement award. The Contractor(s) will be responsible for making arrangements for the assessment and inspection and will pay for the cost of these services.	✓	
d.	The Contractor(s) will not use City facilities or property for work on vehicles or equipment not owned by or leased by the City of Huntsville. City property will not be used in any manner for any personal advantage, business gain, or other personal endeavors by the Contractor(s) or the Contractor(s)'s employees other than in the performance of the work described in the Agreement unless otherwise authorized by the City of Huntsville.	✓	
e.	Within ten (10) days of Agreement award, the Contractor(s) will schedule with the City of Huntsville a joint inspection of the facility being provided for the purpose of identifying pre-existing deficiencies pertaining to the building, utility system, equipment and other assets. The Contractor(s) and the City of Huntsville will together make a complete and systematic inspection and inventory of all structural mechanical, electrical and utility systems and equipment and tools to which the Contractor(s) will have access to during the course of the Agreement period. The Contractor(s) will then prepare and submit to the City a Pre-Existing Deficiency Report describing all observed deficiencies pertaining to the joint inspection. The Contractor(s) will include and identify, as part of this listing, any feature or system which is functional, but which should be considered for replacement or upgrade due to age or overall condition.	✓	
f.	Subject to approval by the City of Huntsville, the Contractor(s) may use its own garage facilities for work on City equipment.	✓	
VI.	Pricing of Tires	YES	NO
a.	The Contractor(s) shall provide tires to the City of Huntsville at a reduced price from MSRP. The reduction should be a percentage markdown on all tires and should be a set percentage for each group of tire classification as specified by the City of Huntsville.	✓	
b.	The bidder must submit the latest manufacturer's price list for each group and each brand of tires bid with this bid. The price list should include the specific sizes of tires listed under each group on the tire classifications as detailed in this IFB. The price list must be the most current as of the bid opening date.	✓	

c.	Tires provided must be selected and/or mutually agreed upon by the City of Huntsville and the Contractor(s). Under no circumstances will the City of Huntsville be liable for any tire purchased from a source other than the Contractor(s) that was not approved prior to purchase.	✓	
d.	Manufacturer's current detailed product specifications and descriptions, and standard warranty information must be submitted for all products with its bid proposal.	✓	
e.	The percentage discounts in the original bid shall remain firm for the contract term.		
f.	In the event of a manufacturer's list price decrease during the contract period, the City shall receive a full benefit of such price reduction + the discount in the original bid on any subsequent order placed from the effective date of the price reduction during the remainder of the contract period.	✓	
<b>VII.</b>	<b>Tire Specifications</b>	<b>YES</b>	<b>NO</b>
a.	Tires furnished by the Contractor(s) must be major brand (i.e. Michelin, Goodyear, Firestone/Bridgestone, BF Goodrich, or equivalent) unless otherwise noted.	✓	
b.	All tires shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Tires are to be first quality type, no blemishes or seconds.	✓	
c.	Contractor(s) agrees to substitute for equal quality and value, any tires that have been discontinued and are no longer available.	✓	
d.	Current tire sizes, estimated quantities, and specifications, are as follows:	✓	
i.	<b>Medium/Heavy Duty Buses</b>		
	1. 255/70 R22.5 Estimated Quantity: 10 Load Range H, Tread Depth 18/32, Loaded Radius 17.2", 36.7" Overall Diameter, 10.2" Width, 5510 lbs. Max Load Pressure (Single)	✓	
	2. 275/70 R22.5 Estimated Quantity: 40 Load Range J, Tread Depth 21/32, Loaded Radius 17.8", 38.1" Overall Diameter, 11.4" Width, 6940 lbs. Max Load Pressure (Single)	✓	
	3. 305/70 R22.5 Estimated Quantity: 15 Load Range L, Tread Depth 22/32, Loaded Radius 18.4", 39.5" Overall Diameter, 12.01" Width, 8050 lbs. Max Load Pressure (Single)	✓	
	4. 305/85 R22.5 Estimated Quantity: 15 Load Range J, Tread Depth 24/32, Loaded Radius 20.00", 42.7" Overall Diameter, 12.00" Width, 7830 lbs. Max Load Pressure (Single)	✓	
	<ul style="list-style-type: none"> <li>Desired attributes of Medium/Heavy Duty Bus Tires: <ul style="list-style-type: none"> <li>Extra thick sidewall for shocks, impacts, and curb scrub</li> <li>Rated for urban transit use</li> <li>Chip and cut resistant tread compound</li> <li>Metallic chafer ply for protection against mounting damage and brake heat</li> <li>Full depth, interlocking sipes with zig-zag walls</li> <li>Rectangular bead bundle</li> </ul> </li> </ul> <p>(Example of Medium/Heavy Duty Bus Tires meeting specifications would be Michelin X INCITY Z)</p>	✓	
ii.	<b>Modified Paratransit Vans</b>		
	1. LT225/75 R16 Estimated Quantity: 120 Load Range E, Tread Depth 13, 29.29" Overall Diameter, 7" Width, 2680@80 lbs. Max Load Pressure (Single)	✓	
e.	The Contractor(s) will replace tires when tires have reached minimum tread depths or have failed, or are otherwise unacceptable due to weathering, irregular wear patterns, ply separations, bead separations or other unacceptable conditions that affect the safety and performance of vehicle and equipment. The Contractor(s) will evaluate all flat tires and will determine if the tire will be repaired or replaced according to tire condition and safety considerations. The Contractor(s) shall also provide wheel balancing on all new tires that are mounted and on existing tires that are repaired or that require subsequent wheel balancing.	✓	



<b>VIII.</b>	<b>Tire and Inventory Control</b>	<b>YES</b>	<b>NO</b>
<b>a.</b>	The Contractor(s) shall have access to and control over sufficient tire inventory provided by the vendor's on-site warehouse. The Contractor(s) shall evaluate the usage history of the current inventory of tires and therefore on a regular basis to identify those that should be removed from stock, added to stock, and to determine the stocking level of those that should remain in stock. Prompt response time to tire requests is crucial to establish and maintain a high level of shop productivity. Any decision to make changes that will impact response times will be mutually agreed upon by the Public Transit Manager and the Contractor(s).	✓	
<b>b.</b>	The City reserves the right to purchase tires and/or services from other sources if the vendor cannot obtain the desired tire size and/or services by the start of the business day following the request, in emergency situations to procure tires and/or services immediately and if the vendor cannot supply the tire and/or services in an acceptable timeframe.	✓	
<b>c.</b>	The Contractor(s) shall not issue tires or supplies to City personnel without a Purchase Order. The original detailed invoice and one copy will be sent to Public Transit Management's administrative section. Under no circumstances will City employees be allowed to purchase tires or supplies for personal use from the Contractor(s)'s facility located on City property.	✓	
<b>d.</b>	The Contractor(s) shall maintain warranty records of items sold to the City and issue any credits, including labor, tires and supplies to the City that are covered under these warranties.	✓	
<b>e.</b>	Any usable tire will be retained by the City of Huntsville, as defined by Public Transit personnel, without paying a disposal fee.	✓	
<b>f.</b>	Contractor(s) may utilize any tools (i.e., air compressors, torque wrenches, sockets, jacks) and equipment (i.e., forklifts), at their own risk.	✓	
<b>IX.</b>	<b>Pre-Mounted Inventory</b>	<b>YES</b>	<b>NO</b>
<b>a.</b>	Public Transit does not have a pre-mount inventory program in place at this time.	✓	
<b>X.</b>	<b>Public Transit Emergency Tire Service</b>	<b>YES</b>	<b>NO</b>
<b>a.</b>	The Contractor(s) shall respond, via telephone or two-way, to any request for tire service by Public Transit in a timely manner.	✓	
<b>b.</b>	The Contractor(s) shall perform any emergency tire repairs, as needed, to repair or replace equipment tire(s) of the Public Transit inventory in agreement.	✓	
<b>XI.</b>	<b>Public Transit After-Hour Emergency Tire Assistance</b>	<b>YES</b>	<b>NO</b>
<b>a.</b>	The Contractor(s) must be able to provide roadside assistance to Public Transit inventory identified in this agreement after normal business hours, including holidays and weekends, as required.	✓	
<b>b.</b>	Contractor(s) shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of tire repair, to make all roadside tire repairs and tire replacement(s) in a safe, cost-efficient manner.	✓	
<b>c.</b>	In the event the Contractor(s) is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, Public Transit, City of Huntsville, reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without Contract violation.	✓	
<b>XII.</b>	<b>Invoicing</b>	<b>YES</b>	<b>NO</b>
<b>a.</b>	Invoicing from the Contractor(s) shall include, but not be limited to, the following: - Invoice Number - Equipment Number (six digits) - Date of Service - Description of Service - Cost of Tire - Quantity - Cost of Service - Tire Disposal Fees - Service Charge (when applicable)	✓	

	- Invoice Total		
<b>XIII.</b>	<b>Safety</b>	<b>YES</b>	<b>NO</b>
<b>a.</b>	The Contractor(s) shall provide safety barriers, as required, to clearly identify the working area and to prevent others from accessing the work area. This safety zone shall be sufficiently sized to prevent damage to others in case of installation failure or if tools or other items fall from equipment affected under this contract.	✓	
<b>b.</b>	Upon the completion of work, the Contractor(s) shall remove the safety barriers from the work area.	✓	
<b>XIV.</b>	<b>Deliverables</b>	<b>YES</b>	<b>NO</b>
<b>a.</b>	The Contractor(s) 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)'s operation and to receive them on whatever frequency (i.e. daily, weekly, etc.)	✓	
<b>XV.</b>	<b>Work Schedule</b>	<b>YES</b>	<b>NO</b>
<b>a.</b>	The current Public Transit Hours of Operation are: Monday – Friday – 5:30 AM – 6:30 PM Regular Routes Friday 5:30 PM – 10:00 PM Special Routes	✓	
<b>b.</b>	Anticipated expansion Public Transit Hours of Operation are: Regular Routes Monday – Friday will be extended by two (2) hours Monday - Friday - 5:30 AM - 8:30 PM Regular Routes Saturday – 5:30 AM – 6:30 PM Regular Routes	✓	
<b>XVI.</b>	<b>Contractor(s) Personnel</b>	<b>YES</b>	<b>NO</b>
<b>a.</b>	The Contractor(s) shall provide sufficiently trained, knowledgeable and service-orientated personnel to efficiently and effectively operate the total tire services function, as detailed. The Contractor(s) must provide provisions for staffing, not only during normal working hours, but also during times of emergency, vacation and sick leave. The Contractor(s) 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(s) shall also be responsible for all wages, taxes, social security taxes, fringe benefits and training for these employees. Public Transit Management must approve the operation's supervisor selected by the Contractor(s).	✓	
<b>b.</b>	All employees will wear uniforms that will include the Contractor(s)'s name and employee's name in a visible location.	✓	
<b>XVII.</b>	<b>Compliance with FTA Special Terms and Conditions, Item 13, Substance Abuse Testing as Outlined Below</b>	<b>YES</b>	<b>NO</b>
<b>a.</b>	The Contractor(s)'s employees must meet City pre-employment standards including those associated with drug and alcohol tests.	✓	
<b>b.</b>	The Contractor(s) must comply with the drug and alcohol testing program that complies with the requirements under U.S. Department of Transportation (DOT), 49 C.F.R. part 40, as amended; the Federal Transit Administration (FTA), 49 C.F.R., part 655; and the Federal Motor Carrier Safety Administration (FMCSA), 49 C.F.R. part 382. This includes a written Drug and Alcohol Policy that has been approved by the City of Huntsville's Legal Department. The awarded Contractor(s) Drug & Alcohol Program must comply with the following:	✓	
<b>i.</b>	The company's Drug and Alcohol Policy must be approved by the City of Huntsville, Legal Department in writing.	✓	
<b>ii.</b>	The company must secure a DOT-compliant Testing Consortium/Third Party Administrator (C/TPA) to manage the drug and alcohol testing process, maintain record keeping and reporting requirements, and notify the company's Designated Employer Representative (DER) of all test results and other testing program elements.	✓	
<b>c.</b>	A company who is subject to DOT drug and alcohol testing regulations must submit annual drug and alcohol testing data as required by their respective DOT agency. The annual drug and alcohol testing data being submitted for a specific calendar year is to be submitted to Kimon Washington, City of Huntsville, Health Center Resources & Program	✓	

	Manager, 2227 Drake Avenue, SW, Suite 26, Huntsville, AL 35805, NO LATER than January 31 <sup>st</sup> of the following calendar year. The MIS Report is a summary of testing requirements for the previous year.		
d.	The Contractor(s) shall direct any comments, questions or concerns during the course of the resulting contract to the City of Huntsville's Public Transit Manager.		

**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

S+S FIRESTONE INC.

Doing-Business-As Name of Proposer:

BEST ONE TIRE

Principal Office Address:

1475 JENKINS BELL LN

LEXINGTON, KY

40509

Telephone Number:

(800) 685-6994

Fax Number:

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:

MAY, 1974

Location of incorporation:

LEXINGTON, KY

The corporation is held:

Publicly \_\_\_ Privately X

Names and titles of corporate officers:

BROOKS SWEETEN : PRESIDENT

JARED HESLE : COO

Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General ☐ Limited ☐

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes ☐ No ☐

Name, address of each Joint Venturer and percent of ownership of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes ☐ No ☒  
If "Yes," Department \_\_\_\_\_

Member of Household City Employee Yes ☐ No ☒  
If "Yes," Name (s) \_\_\_\_\_

Anyone associated with your company a City Employee Yes ☐ No ☒  
If "Yes," Name (s) \_\_\_\_\_

## **3. CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, 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.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

  
Signature of Proposer

AUSTEN SWENTZEL  
Print or Type Name of Proposer

11-11-25  
Date

S+S FIRESTONE INC  
Legal Name of Firm

1475 JEWELL BELL LN  
Mailing Address

LEXINGTON KY 40504  
City State Zip Code

(800) 685-6794  
Phone Fax

ASWENTZEL@STIRE.COM  
Email Address

STIRE.COM  
Website Address

## APPENDIX F 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 (DBE)** - 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) 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.
- 5) Federal Law & Public Policy Requirements - The contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

**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) Procure a commercial sex act during the period of time 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. [Signature] Signature of Contractor's Authorized Official  
II. AUSTIN SWARTZ Name and Title of Contractor's Authorized Official  
III. 11-21-25 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. \*ADDITIONAL NOTICE TO U.S. DOT INSPECTOR GENERAL** - The Contractor agrees to promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Contractor is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on this project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility also applies to subcontractors at any tier.

**17. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT** - The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 - 1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts in excess of \$150,000:

1) Clean Air Act

- I. 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 et seq.
- II. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the

Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

2) Federal Water Pollution Control Act

- I. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- II. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**18. \*PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- 1) The Contractor and Sub-Contractors are prohibited from obligating or expending Federal Transit Administration funds under this contract funds to:
- 2) Procure or obtain;
- 3) Extend or renew a contract to procure or obtain; or
- 4) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 5) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- 6) Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 7) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**19. \*CARGO PREFERENCE REQUIREMENTS**

- 1) The contractor agrees:
  - I. To use privately owned United States-Flag commercial vessels to ship at least 50% of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-Flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels," 46 CFR Part 381.
  - II. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor

bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

- III. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**20. \*FLY AMERICA - Definitions.** As used in this clause -

- 1) "International air transportation" means transportation by air between a place in the United States or between two places both of which are outside the United States. 2) "United States" means the 50 states, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- I. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier is available to provide such services.
- II. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of Personnel (and their personal effects) or property.
- III. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

**1. Statement of Unavailability of U.S. Flag Air Carriers**

- a. *International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:*

- IV. Contractor shall include the substance of this clause, including this paragraph (c), in each subcontract or purchase under this contract that may involve international air transportation.

**21. 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.

**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 11-21-25
- II. Signature *Ant B Smith*
- III. Company Name SYS FORTITUDE INC. DBA BEST ONE TITLE
- IV. Printed Name AUSTIN SWEETZEL
- V. Title VP OF SALES

**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 \_\_\_\_\_

**22. 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. *Robert B Smith*  
Signature of Contractor's Authorized Official  
II. *AUSTIN SWEETSER*  
Name and Title of Contractor's Authorized Official  
III. *11-21-25*  
Date

**23. \*PROMPT PAYMENT**

- 1) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- 2) The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform, that work through its own forces or those of an affiliate without prior written consent of the Agency.

**24. \*SOLID WASTES (RECOVERED MATERIALS)**

- 1) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 2) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

**25. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- NON-CONSTRUCTION** (*Applicable to non-Construction Activities*) - The contractor or subcontractor agrees to comply with Sections 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3702, and Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5. Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701(b)(3)(A)(iii), increased the wage and hour thresholds of \$2,000 for construction work and \$2,500 for non-construction work set forth in the Common Grant Rules to \$150,000. A federally assisted contract must exceed \$150,000 before these wage and hour requirements apply to that contract.

**26. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS** -- the Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. §5333(b):

- 1) U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- 2) Special Warranty. When the contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. §5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- 3) Special Arrangements. The conditions of 49 U.S.C. §5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. §5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. §5333(b) for all transfers of funding authorized under title 23, the United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

**27. SUBSTANCE ABUSE TESTING** (*Applicable to Contracts with Safety Sensitive Work Performed, Maintenance on Revenue Vehicles*) -- Drug and Alcohol Testing Policy-U.S. Department of Transportation (DOT), 49 C.F.R., part 40; Federal Transit Administration (FTA), 49 C.F.R., part 655; and the Federal Motor Carrier Safety Administration (FMCSA), 49 C.F.R., part 382.

- 1) The Contractor agrees to establish and implement a drug and alcohol testing program that complies with



49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Alabama, or The City of Huntsville, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees to submit the Management Information System (MIS) reports before January 31st of the following calendar year to the City of Huntsville's Employee Clinic & Resource Coordinator, 2227 Drake Avenue SW, Suite 26, Huntsville, AL 35805.

- 2) The Contractor agrees to comply and assures compliance of its Sub-Contractor(s) or other participants, with all Drug and Alcohol Testing Policies as required under the above referenced DOT, FTA, and FMCSA mandates. These requirements are outlined in the Scope of Work, section XI. Contractor's Personnel.

**28. \*SEVERABILITY** – The contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that confirm to federal laws, regulations, requirements, and guidance will continue in effect.

**29. 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.

**30. 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, Accountant III, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

**CERTIFICATION:**

The Contractor, S+S FIRESTONE INC. DBA BEST ONE TIRE 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.

S+S FIRESTONE INC.  
Legal Name of Firm

  
Signature of Bidder

AUSTEN SWEETZEL  
Print or Type Name of Bidder

11-21-25  
Date

## APPENDIX D REPORT OF OWNERSHIP FORM

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

- Legal name(s) (include "doing business as", if applicable): S+S FIRESTONE INC DBA BEST ONE TIRE
- City of Huntsville current taxpayer identification number (if available): 45560  
(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>61-0864995 KY</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: Austen B. Switzer Title (if applicable): VP of COMMERCIAL SALES  
Type or legibly write name: AUSTEN SWITZER Date: 11-11-25



**ATTACHMENT B - CONTINUED  
BONDS AND INSURANCE REQUIREMENTS**

STATE OF ALABAMA

COUNTY OF MADISON

**CERTIFICATION**

I am the proprietor or a partner in a business claiming exemption from Worker's Compensation Insurance. I do hereby certify under oath that, as of the date shown below, my company has no more than four (4) employees.

Dated this the 11 day of NOVEMBER, 2025

AUSTEN SWENTZEL  
Printed Name

[Signature]  
Signature

Sworn to, and subscribed before me, the undersigned Notary Public in and for said County and State, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Signature]  
Notary Public  
My Commission Expires:





# Alabama Secretary of State



## S & S Firestone, Inc.

Entity ID Number	000-939-524
Entity Type	Foreign Corporation
Principal Address	1475 JINGLE BELL LANE LEXINGTON, KY 40505
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Kentucky
Formation Date	08/29/1974
Qualify Date	06/19/2008
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
<b>Annual Reports</b>	
Report Year	<a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2024</a>
<b>Transactions</b>	
Transaction Date	05/18/2015
Agent Mailing Address Changed From	* Added
Transaction Date	05/18/2015
Registered Agent Changed From	HODGENS, JEFF 2828 MESSER AIRPORT HWY BIRMINGHAM, AL 35203
<b>Scanned Documents</b>	
Document Date / Type / Pages	<a href="#">06/19/2008</a> <a href="#">Certificate of Formation</a> <a href="#">2</a> <a href="#">pgs.</a>
Document Date / Type / Pages	<a href="#">05/18/2015</a> <a href="#">Registered Agent Change</a> <a href="#">2</a> <a href="#">pgs.</a>

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[New Search](#)





Company ID Number: 307216  
Client Company ID Number: 492803

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

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

**Approved by:**

**Employer** S & S Firestone, Inc.

Kevin Ash  
Name (Please Type or Print)

Human Resource Director  
Title

Kevin Ash  
Signature

1/20/2012  
Date

**E-Verify Employer Agent** Reference Services, Inc

**Stephanie Pier**

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/20/2012

Date

**Department of Homeland Security – Verification Division**

Name (Please Type or Print)

Title

Signature

Date

**Information Required  
For the E-Verify E-Verify Employer Agent Program**

**Information relating to your Company:**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sentinel Risk Advisors, LLC 4700 Six Forks Rd Ste 200 Raleigh NC 27609-5244	<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C No. Ext):</b> 919-926-4623 <b>FAX (A/C No):</b> 919-926-4664 <b>E-MAIL ADDRESS:</b> certificates@sentinelra.com
<b>INSURED</b> S & S Firestone, Inc. Bestone Tire PO Box 55046 Lexington KY 40555-5046	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Arch Insurance Co INSURER B : The Cincinnati Insurance Companies INSURER C : INSURER D : INSURER E : INSURER F :
<b>License#:</b> 3611544 <b>S&amp;SFIRE-01</b>	<b>NAIC #</b> 11150

**COVERAGES****CERTIFICATE NUMBER:** 1840247065**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZAGLB9272801	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9319701	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EXS0593825	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	ZAWC19796701	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ZACAT9319700 Arch Insurance Co. 11/01/2025 - 11/01/2027 Hired Car Physical Damage Coverage - Actual Cash Value or Cost of Repair, whichever is less, w/ \$5000 deductible

ZACAT9319700 Arch Insurance Co. 11/01/2025 - 11/01/2026 Garagekeepers Liability - \$500,000 w/ \$5,000 deductible

Additional Named Insured: Best One Nashville Realty, LLC; S&amp;S Memphis Realty, LLC; S&amp;S #1 Realty, LLC; S&amp;S Galax Realty, LLC; S&amp;S Tire; Bestone Tire; S&amp;S Tire &amp; Auto Service Center

**CERTIFICATE HOLDER****CANCELLATION**City of Huntsville  
PO Box 308  
Huntsville AL 35804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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