



JULY 31, 2026

INVITATION TO BID

1. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

Please note, the City of Auburn is updating its online bid notification system to better communicate with those interested in bidding on City Projects. To receive notifications bidders need to register in the City's [Vendor Self Service \(VSS\) System](#).

Those already registered in VSS will need to add their NIGP commodity codes. Previously entered codes were removed from all vendor records in VSS during the system update. Please note, NIGP commodity codes are required for vendors to receive bid notifications.

Sealed bids will be received by the City of Auburn, Alabama, until 10:00am, local time, on **Thursday, August 27, 2026**, in the Office of the City Manager, 144 Tichenor Avenue, and then be publicly opened and read for furnishing all labor, materials and equipment necessary for the completion of the following project:

YARBROUGH TENNIS COURT LIGHTING PROJECT

Bid specifications are attached. The City is requesting proposals for the installation of City provided sports lighting equipment. The contractor shall be responsible for provide the labor and equipment to install a complete and operational system for the operation of the Musco TLC LED Lighting system. Please direct questions regarding bid specifications in writing to both Fred Watson, Facilities/Equipment Maintenance Superintendent, at fwatson@auburnal.gov, and Kevin Kelly, Assistant Director, at kkelly@auburnal.gov.

Guarantee will be required with each bid as follows: At least five percent (not to exceed \$10,000) of the amount bid in the form of a certified or cashier's check or bid bond payable to the City of Auburn, Alabama

A **MANDATORY** pre-bid meeting will be held at 9:00AM CST on Thursday August 13th at the Yarbrough Tennis Center located at 777 S. Yarbrough Farms Blvd, Auburn Alabama. Contractors interested in submitting an install bid are required to attend this pre-bid and walk through meeting.

Bidders shall submit one (1) original and two (2) copies of the bid proposal. Bids must be submitted on the attached form within a sealed envelope addressed:

Skylar Burgin
Purchasing Officer, City of Auburn
144 Tichenor Avenue, Suite 5
Auburn, AL 36830

Envelope must be plainly marked on the outside as follows:

BID: YARBROUGH TENNIS COURT LIGHTING PROJECT
OPENING: 10:00am CST
DATE: Thursday, August 27, 2026
STATE LICENSE NO:

2. CONTRACT AWARD

The city reserves the right to select the lowest responsible bidder as the best interest of the city may require, to award the purchase contract from any of the bids, to reject any or all bids, and to waive any informalities in bids received. Bid will be good for thirty (30) days after being opened by the City of Auburn, Alabama.

Award of the contract, if to be awarded, will be made within thirty (30) calendar days after opening of bids to the lowest responsible bidder whose proposal complies with the requirements of the invitation to bid. Should no award be made within the thirty (30) days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by letter, mailed to the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

3. E-VERIFY AND NO-BOYCOTT CLAUSE

All bidders are required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, No. 2011-535 Code of Alabama (1975) § 31-13-9 as amended May 16, 2012, regarding employment practices. For all bidders that employ persons in the State of Alabama, documentation of enrollment in E-Verify should be included with the bid and will be required as a condition for the award of any contract. All bidders are advised that the award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. The awarded contract will contain a provision whereby the bidder pledges not to violate federal immigration law.

Legislative Act 2016-312 (the "Act") prohibits the City from entering into contracts with any business entity that is actively engaged in or plans to engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State

can enjoy open trade; unless such business entity provides the goods or services for at least 20 percent (20%) less than the lowest business entity in compliance with the Act. All bidders understand and agree that in the awarded contract, the lowest responsive bidder must either certify that it is in compliance with the Act and agree that it will not violate the act during the term of the contract; or agree to offer the goods or services for at least 20 percent (20%) less than the lowest business entity certifying compliance with the Act.

4. LICENSING REQUIREMENTS

The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Auburn. In addition to the business license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes. In accordance with Section 39-3-5 of State Code, any non-Alabama bidders must submit a written opinion from an attorney stating the amount and criteria, if any, of local preference granted by law to non-resident businesses in his state of residence. Questions regarding business license and applicable taxes may be directed to the Revenue Office at 334.501.7239.

5. EQUAL OPPORTUNITY

The City of Auburn believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure that small business, minority businesses and women-owned businesses are given many opportunities to provide the above-mentioned services when economically feasible. In the case of construction projects, the City of Auburn shall rely on individuals or firms seeking to do business with the City of Auburn to ensure that such above-mentioned businesses are given ample opportunity to participate on a sub-contractual basis.

6. US SOURCING

The contractor agrees in all events to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories if the same are available at reasonable prices. If the contractor determines that said items are not available at a reasonable price, the contractor must first contact the City of Auburn and obtain approval for the use of other materials, supplies and products. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

7. PAYMENT AND INVOICING

The City of Auburn will process only one invoice per month for partial payment to the contractor. If you have any questions concerning billing, contact our accounts payable office at 334.501.7237 or 334.501.7238.

8. INSURANCE REQUIREMENTS

The Contractor will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability and explosion, collapse, and underground (X, C & U) hazards. If the general liability insurance coverage is on a claims-made basis, the Contractor will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement at the limits specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and, \$500,000.00 disease - policy limit. The Contractor will be responsible for the payment of any deductibles or self-insured retentions. The Contractor's insurance is primary. If the Contractor carries higher insurance limits than those specified, the higher insurance limits will apply.

If the CONTRACTOR is not required by law to carry workers' compensation insurance, the CONTRACTOR acknowledges that the CONTRACTOR is responsible for any workers' compensation-like benefits. The CONTRACTOR will be responsible for the payment of any deductibles or self-insured retentions. The CONTRACTOR'S insurance will be primary. If the CONTRACTOR carries higher coverage limits than those specified above, the higher coverage limits apply.

The certificate of insurance shall provide the City of Auburn, Alabama (City) with thirty (30) days written notice of cancellation of any of the coverages named in said certificate and provide the City with waivers of subrogation for the coverages listed on the certificate.

The City will be named as additional insured under the Contractor's general liability insurance and automobile liability insurance policies. The Contractor shall require

certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon request.

At the City's discretion, the Contractor may be required to have in force builder's risk coverage and/or higher liability limits than that mentioned above and/or broader coverage than normally carried by the Contractor.

Subcontractors will carry limits of insurance equal to or greater than those carried by the successful bidder. The subcontractor's certificates of insurance shall evidence waivers of subrogation in favor of the successful bidder and the City of Auburn and shall be made available to the City of Auburn upon request.

Questions concerning insurance coverage may be directed to the Risk Manager, McCarthy Autry at 334.501.7247

9. INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney's fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, its employees, or its subcontractors in connection with the work to be performed under this contract. This obligation survives the payment of any losses by the Contractor's insurance carrier.

10. LEGAL ACTION

Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama - Eastern Division located in Opelika, Alabama. The contract will be interpreted according to the laws of the State of Alabama.

11. ASSIGNMENT OF CONTRACT

The contract may not be assigned by the contractor without written permission of the City of Auburn.

CITY OF AUBURN, ALABAMA

Skylar Burgin

Purchasing Officer





City of Auburn

Yarbrough 12 Tennis Outdoor Hard Courts LED Retrofit

PRE-BID MEETING

7-31-26

To: Electrical Contractors

From: City of Auburn

RE: Yarbrough Tennis 12 Outdoor Hard Court LED Lighting Upgrade Pre-bid Meeting Notice

Contractors:

The City of Auburn is accepting install only proposals for the owner furnished Musco LED materials to Upgrade the Yarbrough Tennis Center 12 outdoor hard courts Tennis Courts Located at 777 S. Yarbrough Farms Blvd, Auburn, Alabama. There will be a pre-bid meeting on **Thursday August 13, 2026 at 9am**, at the Tennis Courts Located at street address listed.

Contractors interested in submitting an install bid are **required** to attend this pre-bid and walk through meeting.

For more info, please call Fred Watson at 334-321-1514 or Kevin Kelly at 334-501-2932. All installation proposals are due and will be opened on **Thursday August 27, 2026 at 10am** at the Auburn City Hall. All install Proposals shall be submitted as per documents and on bid Pricing form included in bid packet. All install bids shall be submitted to the City Clerk's office before 10am. Any bid received after the published date and time will not be accepted or opened.