



September 11, 2026

INVITATION TO BID

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 2:00 p.m., local time, on Friday, September 25, 2026, in the Office of the City Manager, 144 Tichenor Avenue, and then be publicly opened and read at the City Meeting Room, 122-B Tichenor Avenue, for furnishing all labor, materials and equipment necessary for the completion of the following project:

MAGNOLIA AVENUE AT GINN CONCOURSE FIBER PROJECT

The Magnolia Avenue at Ginn Concourse Fiber Project includes the construction of 6F fiber drops to Magnolia Avenue at Ginn Concourse. The project will involve installation of conduit, fiber optic cable, splice closures, fiber switches, and fusion splices in accordance with City of Auburn standard specifications and the plan documents. The work will be confined to the right-of-way shown on the construction drawings. Work will be conducted in high vehicular traffic areas and pedestrian traffic areas; therefore, all necessary safety precautions should be taken. Care should be exercised in all locations to work around existing utility lines and services. The existing traffic signal shall remain in operation for the duration of construction. It will be the responsibility of the contractor to ensure no damage is done to existing utility services or sidewalk. Except as otherwise noted on the drawings, concrete removed or damaged during the course of this project shall be replaced in complete sections to match existing. Small patches of concrete will not be accepted. Any damage caused shall be repaired at the sole expense of the contractor at no cost to the City of Auburn. For areas where concrete is removed, crushed aggregate base should be installed immediately unless concrete is poured.

The Contractor shall be responsible for geotechnical subsurface investigations for boring operations as well as coordination of relocation of existing utilities with the respective utility companies, if necessary. Small areas of rock are expected to be encountered during subsurface boring. No additional compensation will be allowed for rock encounters.

Plans, specifications, and contract documents are available for viewing, free of charge, at www.auburnalabama.org/bids. Plans and specifications may be obtained by prime contractor bidders electronically at no charge via email by request. Please email webengineering@auburnal.gov for information on obtaining these plans and specifications. Please contact **Brandy Ezelle**, Project Manager, 334-501-7390 for additional project information.

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.

Your attention in particular is invited to the section entitled "Instructions to Bidders", which is to be followed in all respects. 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 and all bids, and to waive any informalities in bids received. Bids will be good for thirty (30) days after being opened by the City of Auburn, Alabama.

Failure to complete the project (all pay items) within thirty **(30)** consecutive calendar days after the date specified in the Notice to Proceed may result in the assessment of liquidated damages in the amount of \$1,850.00 per calendar day for each day the contract remains incomplete.

All bidders are required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9) as amended May 16, 2012 regarding employment practices. 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.

Bids must be submitted upon the standard forms furnished by the City of Auburn, Alabama. No bids may be withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids. A sealed envelope containing the original proposal and one (1) copy must be delivered or mailed to:

Purchasing Officer, City of Auburn
144 Tichenor Avenue
Auburn, Alabama 36830

The envelope should be plainly marked on the outside as follows:

BID: MAGNOLIA AVENUE AT GINN CONCOURSE FIBER PROJECT
OPENING: 2:00 P.M., LOCAL TIME
DATE: FRIDAY, SEPTEMBER 25, 2026
STATE LICENSE NO. _____

Documentation of the issuance of a State contractor's license as required under Title 34, Chapter 8 of the Code of Alabama, 1975, shall be included with the bid proposal and shall be required as a requirement of the award of the contract. State license number and expiration date should be clearly and plainly marked on the outside of the bid proposal envelope.

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.

Award of the contract, if to be awarded, will be made within thirty (30) calendar days after opening of bids and will be 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.

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 small businesses, minority businesses and women-owned businesses are given opportunities to provide the above-mentioned services or materials 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.

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.

Please note that the City of Auburn has a mandatory Partial Payment Request form that must be completed and submitted by the contractor before payment is considered. A copy of the required form is included in the "Information to Bidders". Payments are mailed on each Friday of the month. Pay requests must be reviewed and approved by the appropriate City representative (architect, if applicable, inspector, project manager and department head) and received by Accounts Payable at least seven (7) days prior to the scheduled mailing date. 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.

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 hazards (X,C,&U). If any of the liability insurance coverages are 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 coverage limits, the higher coverage limits will 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 coverage named in said certificate and waivers of subrogation in favor of the City for each of the coverages named on said 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.

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 attorneys' 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 sub-contractors in connection with the work to be performed under this contract. This obligation survives the payment of any losses by the Contractor's insurance company.

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.

Questions concerning insurance coverage may be directed to the Risk Manager, McCarthy Autry at 334.501.7243.

CITY OF AUBURN, ALABAMA

Skylar Burgin
Purchasing Officer

FOR SPECIFIC INFORMATION CONCERNING THIS PROJECT, PLEASE CONTACT **Brandy Ezelle** AT 334.501.7390.