



# City of Auburn

Home of Auburn University

---

April 1, 2021

## INVITATION TO BID

Sealed bids will be received by the City of Auburn, Alabama, until 10:00 a.m., local time, on Tuesday, April 20, 2021 in the Office of the City Manager, 144 Tichenor Avenue, Auburn, Alabama, and then publicly opened and read for furnishing the following:

### LIGHT EMITTING DIODE (LED) BOARD FOR BOYKIN COMMUNITY CENTER

Bid specifications are attached. The City is requesting bid prices on a light emitting diode (LED) board for the Boykin Community Center. Please direct any questions to Ashley Simpson, Community Services Manager, at 334.501.7280 or [athomas@auburnalabama.com](mailto:athomas@auburnalabama.com).

Bids must be submitted upon the attached 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 No bids may be withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids.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, AL 36830

Envelope must be plainly marked on the outside as follows:

**BID:** Light Emitting Diode (LED) Board for Boykin Community Center  
**OPENING:** 10:00 a.m. local time  
**DATE:** Tuesday, April 20, 2021

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.

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.

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 Sate 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 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 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.

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 (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.

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.

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 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 carrier.

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.

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

Questions concerning insurance coverage may be directed to the Risk Manager, D'Arcy Wernette at 334.501.7243

CITY OF AUBURN, ALABAMA

Rachel Seibenhener  
Purchasing Officer

FOR SPECIFIC INFORMATION CONCERNING THIS PROJECT, PLEASE CONTACT **ASHLEY SIMPSON**  
AT 334.501.7280.

## City of Auburn LED Sign for Boykin Community Center Invitation to Bid

The City is requesting bid proposals for a double-sided Light Emitting Diode (LED) display sign for the Boykin Community Center. The intent of this request is to provide basic guidelines and to provide vendors certain minimum design requirements. It is also the intent of this request to look at every offer that meets the threshold requirements. Therefore, vendors are encouraged to offer pricing for the various options and combinations.

The City reserves the right, to select the **most responsible bid** as the best interest of the department may require, awarding the purchase contract from any of the proposals, to reject any or all proposals or parts thereof, and to waive any informalities in proposals received. Proposals will be good for thirty (30) days after being opened.

This contract will shall include, but not be limited to, all manufacturing, parts, labor, materials, supplies, equipment, tools, shipping and transportation, and services necessary to complete this project as described herein and the specifications as follows.

Questions or clarification on this request for proposal may be directed to Ashley Simpson, Community Services Manager at 334.501.7278 or athomas@auburnalabama.org

### **The following should be specifically addressed by the bidder(s)/ vendor(s):**

1. Pixel Pitch.
2. Pixel Matrix.
3. Cabinet Size and Style.
4. Character Size and Style.
5. Number of Lines and Character Count.
6. Estimated time to completion.

Estimated time to completion.

### **Other General Specifications:**

Copy of warranty of installed equipment.

**CITY OF AUBURN  
BID PROPOSAL  
City of Light Emitting Diode Display Sign**

TO: City of Auburn

We, the undersigned, propose to furnish the items listed below and guarantee that if we are awarded the bid, we will furnish these goods in accordance with the attached specifications.

	DESCRIPTION	UNITS	QTY	COST
01	36x96 Double Sided LED Board with changeable message, Full Matrix display (19mm Pixel RED) Cabinet for the sign 41" h x 99" w	Each	1	
02	4G Cell Communication Package	Each	1	
03	Fabricated Metal Structure to Enclose LED Sign 26'h Base, 12w Columns on Either Side of Board 3D Lettering	Each	1	
04	Labor to include installation on site, 2 poles placed into concrete footer 72" apart to mount sign, acrylic lettering stud mounted	Each	1	
05	Laser cut white acrylic lettering- double sided City of Auburn Boykin Community, 400 Boykin Street.	Each	1	
06	Electrical- Run power underground, furnish wire and hook up to signage and building for LED sign.	Each	1	

**Expected delivery date**

\_\_\_\_\_

DELIVERY DATE IS AN IMPORTANT CONSIDERATION.

Total Project Cost: \_\_\_\_\_

(in words)

Total Project Cost: \$ \_\_\_\_\_

Exceptions: \_\_\_\_\_

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

---

Name of Company

---

Authorized Signature

---

Printed Name

---

Date

---

Address

---

City, State Zip

---

Phone/Fax Number

---

Email Address