



INVITATION TO BID  
ITB #2025-10B  
ANIMAL CONTROL STORAGE BUILDING

City of Rosenberg  
2110 4th Street  
Rosenberg, TX 77471

RELEASE DATE: September 9, 2024

DEADLINE FOR QUESTIONS: September 20, 2024

RESPONSE DEADLINE: September 26, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/rosenbergtx>

City of Rosenberg  
INVITATION TO BID  
Animal Control Storage Building

I.	Introduction.....
II.	Legal Notice .....
III.	Instructions.....
IV.	Mandatory Terms & Conditions.....
V.	Other Terms & Conditions .....
VI.	Specifications.....
VII.	Vendor Questionnaire.....
VIII.	Pricing Proposal .....

Attachments:

A - Geotechnical Report

B - Sample Construction Agreement

## 1. Introduction

### 1.1. [Summary](#)

The City of Rosenberg is seeking a qualified contractor to supply and construct a storage building at City of Rosenberg Animal Control Facility located at 1207 Blume Road Rosenberg, TX 77471.

Estimated Budget: \$190,000.00

Estimated Completion Date: December 31, 2024

#### **Notice to All Vendors**

The City of Rosenberg utilizes OpenGov Procurement as its eProcurement platform. All solicitations, official notices, addenda, other solicitation documents, and contracts will be posted in OpenGov. Registration is highly encouraged to ensure you receive proper notifications.

**Information obtained from any other source is done so solely at your own risk.**

The City of Rosenberg takes no responsibility for information posted outside of the OpenGov Procurement Platform or Legal Notices published in the Fort Bend Herald.

### 1.2. [Contact Information](#)

#### **Project Contact:**

##### **Blake Skiles**

Procurement Manager

2110 4th Street

Rosenberg, TX 77471

Email: [tskiles@rosenbergtx.gov](mailto:tskiles@rosenbergtx.gov)

Phone: [\(832\) 595-3363](tel:(832)595-3363)

#### **Procurement Contact:**

##### **Blake Skiles**

Procurement Manager

2110 4th Street

Rosenberg, TX 77471

Email: [tskiles@rosenbergtx.gov](mailto:tskiles@rosenbergtx.gov)

Phone: [\(832\) 595-3363](tel:(832)595-3363)

#### **Department:**

CIP

1.3. Timeline

<b>Advertisement 1</b>	September 8, 2024
<b>Release Project Date</b>	September 9, 2024
<b>Advertisement 2</b>	September 15, 2024
<b>Pre-Bid Meeting (Mandatory)</b>	September 18, 2024, 10:00am
<b>Question Submission Deadline</b>	September 20, 2024, 5:00pm
<b>Bid Submission Deadline</b>	September 26, 2024, 2:00pm
<b>City Council Award</b>	October 15, 2024

## 2. Legal Notice

### 2.1. Notice to Bidders

The City of Rosenberg is soliciting sealed bids from qualified vendors for Animal Control Storage Building.

Sealed Bids must be submitted electronically or received by the City Secretary's Office no later than:  
2:00 pm, Thursday, September 26, 2024.

All sealed bids must be received either electronically or at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened, and bidder's names publicly read aloud promptly in the City Hall Council Chamber, at 2110 4th Street, Rosenberg, Texas 77471, at 2:00 pm, Thursday, September 26, 2024.

A mandatory pre-bid meeting for all interested parties will be held at 10:00 am, Wednesday, September 18, 2024, via virtual meeting. Meeting details will be posted on:

<https://procurement.opengov.com/portal/rosenbergtx>

To obtain a copy of the Invitation to Bid or submit an electronic bid please visit:

<https://procurement.opengov.com/portal/rosenbergtx>

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Rosenberg Invitation to Bid (ITB No. 2025-10B). DO NOT OPEN IN THE MAIL ROOM." The bidder's firm name shall appear on the outside of the envelope.

Submit Hard Copy Bids to:

City of Rosenberg  
City Secretary's Office  
2110 4th Street \* P.O. Box 32  
Rosenberg, Texas 77471

ITB No. 2025-10B – DO NOT OPEN IN MAIL ROOM

The point of contact for this solicitation is City of Rosenberg Procurement Manager Blake Skiles, NIGP-CPP, CPPB, CPPM, CPP, CPC. Should you have any questions or require additional information or clarification on information contained in the ITB, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Friday, September 20, 2024.

The City reserves the right to reject any or all bids and to waive informalities in bids. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award will be made to the responsible bidder who provides services at the best value to the City. Danyel Swint, TRMC, City Secretary

### 3. Instructions

#### 3.1. [General Instructions](#)

The City of Rosenberg will receive sealed bids for the goods/services described in this Invitation to bid (ITB).

**IT IS UNDERSTOOD** that the City Council of the City of Rosenberg reserves the right to reject any or all bids for any or all products and/or services covered in this Invitation to Bid and to waive any informalities or defects in such bids.

**FACSIMILE AND/OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED AND WILL BE VOIDED IF RECEIVED.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be a doubt as to their meaning, the City of Rosenberg Procurement Department should be notified **immediately** for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Rosenberg's interpretation shall govern.

#### 3.2. [Bidder Responsibility](#)

Bid must be submitted on the **pricing forms** included for that purpose in this packet. Each bid shall be acknowledged by a person having the authority to bind the firm in a contract.

#### 3.3. [Documentation](#)

Bidder shall provide with this bid response all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

#### 3.4. [Descriptions](#)

Specifications may reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Rosenberg to be **DESCRIPTIVE – NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them.

#### 3.5. [Pricing](#)

Bidders are instructed to bid the unit price on the item(s) specified. Prices for all goods and/or services shall be firm for the initial contract term and shall be stated on the bid sheet. Prices shall be **all inclusive**. No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored.

### 3.6. [Firm Pricing](#)

Pricing and discounts submitted are firm for the initial contract term specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph, “**PRICE ADJUSTMENTS**”.

### 3.7. [Price Adjustments](#)

Prices must be firm for a period of one year from date of contract award. Any request for price adjustment must be based on the Houston-The Woodlands-Sugar Land Statistical Area (HWS) Consumer Price Index (CPI), as determined by US Bureau of Labor Statistics. The price will be increased or decreased based upon the April index, published mid-May for the HWS CPI or the most recent index published, if April index not yet published. The maximum escalation will not exceed +/- 2.5% for any individual year. The escalation will be determined annually at the renewal date. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request(s) must be submitted in writing with supporting evidence for need of such increase to the Procurement Department at least **60** days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request.

Upon receipt of such request, the City of Rosenberg reserves the right to either: accept the escalation as competitive with the general market price at the time and become effective upon the renewal date of the contract award or reject the increases within **30 calendar days** after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Rosenberg written notice. Cancellation will not go into effect for **15 calendar days** after a determination has been issued. Pre- price increase costs must be honored on orders dated up to the official date of the City of Rosenberg approval and/or cancellation.

### 3.8. [Price Decreases/Discount Increases](#)

Vendors are required to immediately implement any price decrease or discount increase that may become available. The City of Rosenberg must be notified in writing for the purposes of updating the contract.

### 3.9. [Sales Tax](#)

City of Rosenberg is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. As such, tax **should not** be included in bid.

### 3.10. [Addenda](#)

Any interpretations, corrections or changes to this Invitation to Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall also be vested in the City of Rosenberg Procurement Department.

### 3.11. Issuance of Addenda

As addenda is issued, it shall be posted via the City's eProcurement Portal. It is the bidder's responsibility as the supplier to review all addenda posted prior to the completion and submission of the bid. All addenda should be reviewed and considered in the submission of the bid as it pertains to the pricing and scope of work outlined herein.

Bidders are responsible for checking the City's eProcurement Portal regularly for any changes to the bid documents, such as addenda, clarifications, and questions. The City can only guarantee the accuracy and completeness of information on the City's eProcurement Portal. If another agency or construction data website references this project, please also refer to the City's eProcurement Portal or contact the City of Rosenberg Procurement Department at (832) 595-3363 to verify completeness of the data.

### 3.12. Late Bids

Bids received by the city after the submission deadline will be considered **VOID** and unacceptable. City of Rosenberg is not responsible for lateness, failure of technology or non-delivery of mail, carrier, etc. The date/time stamp in the City Secretary's Office shall be the official time of receipt.

### 3.13. Bid Withdrawal

Any bid may be withdrawn and/or edited prior to the scheduled time for opening via the City's eProcurement Portal.

### 3.14. Bid Rejection

City Council may choose to reject all bids and not award any contract.

### 3.15. Bid Award

The City shall award the contract to the lowest responsive and responsible bidder(s) under each section, providing the best value to the City meeting or exceeding the terms, conditions, and specifications of the bid. The City has the right to award contracts upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred and eighty (180) days following the date specified for the opening of bids.

In determining the lowest responsive and responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities;
- C. Any other factors that could be material to the bidder's ability to comply with the contract;
- D. Principal place of business for bidder(s) whose bid for real property is within three (3) percent of the lowest bid price received from non- resident bidders (Texas Local Government Code 271.905); and

- E. Principal place of business for bidder(s) whose bid of construction services in an amount less than \$100,000.00, or a contract for purchases less than \$500,000.00, is within five (5) percent of the lowest bid price received from non-resident bidders (Texas Local Government Code 271.90).

### 3.16. Contract Term

Contract shall commence on the latest date executed by both parties and continue until final acceptance of the Project by City and final payment to the Contractor. The term of the Contract may extend only by written amendment as mutually agreed between the City and bidder.

## 4. Mandatory Terms & Conditions

**Because the City of Rosenberg is a governmental entity that must follow State and Federal Laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to your firm, please do not respond to this solicitation.**

### 4.1. Conflicting Provisions

The contract consists only of the city-prepared contract and any additional city or vendor contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the city-prepared contract and a document incorporated by reference, the city-prepared contract controls. If a conflict or inconsistency exists between any additional contract documents incorporated by reference, the city's additional contract document takes precedence over the contractor's additional contract document.

### 4.2. Payment Provisions

The City's payments are under the Contract, including the time of payment and payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

### 4.3. Multi-Year Contracts

If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

### 4.4. Liability and Indemnity

Any provision of the Contract is void and unenforceable if it:

- A. Limits or releases either party from liability that would exist by law in the absence of the provision;
- B. Creates liability for either party that would not exist by law in the absence of the provision; or
- C. Waives or limits either party's rights defenses, remedies or immunities that would exist by law in the absence of the provision (Section 5, Article XI, Texas Constitution)

### 4.5. Insurance Requirements

Successful bidder (as Contractor) must maintain the insurance types and coverages and comply with the insurance requirements shown in the Owner's Minimum Insurance Policy Limits outlined as part of the Invitation to Bid.

Within **ten (10) days** of the initial request; prior to City Council's award of the contract, the successful

bidder must furnish original certificates of insurance and corresponding endorsements that meet these insurance requirements.

#### 4.6. Confidentiality

Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

#### 4.7. Tax Exemption

The City is **not liable** to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The city's Tax Exemption Certificate will be furnished by the city on request of the contractor.

#### 4.8. Contractual Limitations Period

Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

#### 4.9. Governing Law and Venue

Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

#### 4.10. Termination for Convenience

The City may terminate the Contract and/or any other Agreement(s) for convenience and without cause or further liability, upon no less than **thirty (30) calendar day's** written notice to the Successful Bidder. The City reserves the right to extend this period if it is in the best interest of the City. In the event the City exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the City's termination for convenience.

#### 4.11. Termination for Cause

The City of Rosenberg reserves the right to terminate the contract immediately in the event the successful bidder:

- A. Fails to meet delivery schedules;
- B. Defaults in the payment of any fees;
- C. Otherwise fails to perform in accordance with this contract;
- D. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Rosenberg may have in law or equity. Bidder, in submitting this bid, agrees that City of Rosenberg shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

#### 4.12. Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### 4.13. Ex-Parte Communication

Please note that to ensure the proper and fair evaluation of a response to a solicitation, the City prohibits ex-parte communication (e.g. unsolicited) initiated by the Respondent to any Department Head, City Employee or Committee Member evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible by the means established in the solicitation until the day and time specified as the deadline for questions. Any communication between Respondent and the City after the deadline for questions will be initiated by the appropriate City Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex-parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation then in evaluation. If a Respondent violates these provisions more than once in a three (3) year period, the Chief Procurement Officer may debar the Respondent from the sale of goods or services to the City for a period not to exceed three (3) years.

## 5. Other Terms & Conditions

### 5.1. Remedies

The successful bidder and City of Rosenberg agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

### 5.2. Conflict of Interest

No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

### 5.3. Ethics

The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Rosenberg. More than one proposal on any one contract from a Respondent or individual under different names shall be grounds for rejection of all proposals in which the Respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between Respondents.

### 5.4. Purchase Order

City of Rosenberg shall generate a purchase order to the successful bidder. The Purchase order number must appear on all invoices, packing lists and all related correspondence. City of Rosenberg will not be responsible for any orders placed and / or delivered without a valid Purchase Order number.

### 5.5. Delivery

Any delivery and freight charges (FOB Rosenberg designated location) are to be included in the bid price.

### 5.6. Packing Slips

Packing Slips or other suitable shipping documents shall accompany each shipment and shall show:

- A. Vendor Company Name and Address
- B. Name and address of City of Rosenberg department the shipment is being made to
- C. City of Rosenberg purchase order number
- D. Descriptive information as to the items delivered, including quantity and part numbers

### 5.7. Invoices

Invoices of the awarded Contractor shall be itemized and contain detailed description, quantity, and a unit price calculated in accordance with the terms stated on the awarded Contractor's Pricing Sheet. Each invoice shall be accompanied with a published OPIS pricing sheet that supports the unit price stated on the invoice.

The City's purchase order number must appear on the invoice unless a procurement card is used as payment. The City will not allow any credit card fees to be added when using a procurement card.

Invoices submitted for payment shall be addressed to:

City of Rosenberg - Accounts Payable

P.O. Box 32

Rosenberg, TX 77471

Email: [accountspayable@rosenbergtx.gov](mailto:accountspayable@rosenbergtx.gov)

#### 5.8. [Quality Control](#)

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

#### 5.9. [Warranty](#)

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties state in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

#### 5.10. [Patents/Copyrights](#)

The successful bidder agrees to protect City of Rosenberg from claims involving infringements of patents and/or copyrights.

#### 5.11. [Notice](#)

Any notice provided by this bid or required by law to be given to the successful bidder by City of Rosenberg shall be deemed to have been given and received on the next business day after such written notice has been deposited in the US Mail in Rosenberg, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

#### 5.12. [Assignment](#)

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Rosenberg.

#### 5.13. [Silence of Specifications](#)

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.

## 6. Specifications

### 6.1. General Description of Specifications

The City of Rosenberg or "City" is seeking Bids from qualified General Contractors to provide all permits, insurance, bonds, manpower, material and supervision for the City of Rosenberg Animal Control Storage Building. The successful bidder will hereinafter be referred to as the "Contractor". The project site is located at 1207 Blume Rd Rosenberg, Texas 77471.

The contractor shall purchase and install one (1) new prefabricated metal building. Shop drawings shall be provided and approved by the City of Rosenberg before manufacturing begins. The building shall comply with all State, Federal and local laws and ordinances.

The successful Contractor shall be responsible for providing all engineered drawings and specifications required to obtain the appropriate building permits.

### 6.2. Eligibility

Contractor shall be a current Registered General Contractor in the City of Rosenberg, Texas, or be eligible to become registered with the City and hold all required Business Tax and/or licensing requirements to conduct business in the State of Texas. Contractor shall be able to obtain the required insurance coverages and bonds.

### 6.3. General Specifications

Building dimensions shall be 30' width, 50' length, with 2 - 14'x50' Lean-to's on the north and west sides of the building. **Contractor to provide State of Texas engineered stamped building drawings.** Color of building shall match the existing Animal Control Building.

Building shall be clear span frame and have an eave height 12 feet (to match existing animal control building).

Wind load requirement is 135 MPH (mile per hour) and shall meet 2018 IBC Risk Cat II Exposure B.

Excavate and construct structural support concrete foundation, including anchor bolts, in accordance with the engineer's design. Minimum Finish Floor elevation shall be 101.86.

The roof pitch shall be designed as gable type system with minimum 2:12 pitch and each lean to, will be 1:12 pitch. Contractor shall provide gutters and down spouts on all roof lines. Contractor shall provide and install two (2) commercial roof ridge vents, one (1) centered in each bay. Each vent shall be ten feet (10') long, approximately 20 inches (20") wide with a nine-inch (9") throat opening in roof. Vents shall be galvalume and include a spring-loaded damper with a chain and locking mechanism to open and close the vent from ground level.

26 Gauge Galvalume Plus Roof and side walls and trim shall be 26 Gauge R panel colored and match the existing Animal Control Building. (*Light Stone and the trim is Patina Green*).

- Walk Doors - two (2) will be 3'x7' walk thru fireproof self-closing with at least a 5"x20" Vision Light glass.

- Commercial, non-insulated, non-impact resistant, overhead roll up doors, one (1) will be 10'x10' 400 Series, manufactured by Janus International Group, or equivalent, wind rated roll up door.
- Windows - three (3) 3x3 single hung with insulated glass window and location of windows will be determined by the owner.
- R-30 Banded Roof insulation on the enclosed building only. There will be no wall insulation.
- Install CMU back wall on North lean-to side 6' high and 40' in length down the North lean to for future 4x6 Dog Kennels.
- Install (2) 6" trench style drains in front of future kennels with grate on top with cleanout.
- 1 (6") sewer cleanout and 1 (1") water stub out to be included with 1 hose bib on the kennel (west) side.

Only premium corrosion resistant screws will be used and must contain an integral rubber washer.

Frame Finish, including, but not limited to main frames, columns, girts, purlins, eave struts, rake angle: Galvanized Steel.

Occupancy: Storage

Collateral Load: 2.0 PSF

26ga Galvalume "PBR" panel roof and peak sheets and "PBR" R panel-colored wall panels.

Bid to include corrosion resistant fasteners, neoprene washers nuts, bolts, hardware, weather stripping, trim, framed openings.

Texas stamped and sealed Engineered Blueprints including concrete foundation for permitting required.

Contractor is responsible for all materials testing.

#### 6.4. Concrete Building Foundation and Floor

Excavate, prepare and construct structural concrete foundation to receive metal structure. Contractor is responsible to provide penetrations required for two (2) 2-inch electrical conduit, location verified with owner prior to concrete placement. Also provide (4) 6" floor drains inside the building (owner to pick locations) with a cleanout stubbed outside of foundation with the location verified with the owner prior to concrete placement. Also provide a trench/Trough drain system in front of the future 4x6 CMU dog kennels with a minimum of (2) 6" drain locations. Contractor shall provide foundation design sealed by a licensed engineer in the state of Texas using slab on grade design referenced in the Geotechnical report. **(Please reference Geotechnical Report) (Finish Floor minimum elevation of 101.86)**

#### 6.5. Roof Panels and Wall Panels

Exterior Metal panels to be 26 gauge minimum. Hardware required for erection and assembly is responsibility of the contractor. Roof panels shall be swept and cleaned of any metal shavings at the conclusion of every workday during the installation of any roof panels, ridge vents, and trim by the

Contractor. City may require Contractor to replace any kinked roof panels and peak sheets prior to acceptance.

#### 6.6. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be no cost to the Contractor. The awarded bidder shall secure permits and arrange for inspections as required.

#### 6.7. Employees

Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)

All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Rosenberg. The Contractor shall supply competent and physically capable employees and the City of Rosenberg may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Rosenberg. The City of Rosenberg shall not have any duty to implement or enforce such requirements.

Contractor shall assign an "on-duty" supervisor who speaks and reads English.

Contractor shall be solely responsible for receiving all materials and equipment at site.

Wage Rates are applicable to this project. The current wage determinations can be found at [this link](#).

#### 6.8. Delivery

Freight charges must be included in the proposal. Delivery will be to 1207 Blume Road Rosenberg, TX 77471. Contractor shall be represented on-site at time of delivery for materials/equipment acceptance.

#### 6.9. Installation

Successful Bidder must provide all materials, supplies and labor for the complete installation of the building. Complete installation of the building, concrete foundation, anchor bolts, etc. shall be the responsibility of the Contractor.

#### 6.10. Protection of Property/Property Conditions

If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Rosenberg. Bidder shall notify the Project Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.

Bidder shall be responsible for securing all work areas to be safe.

### 6.11. [Safety](#)

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

### 6.12. [Storage of Materials](#)

Contractor shall discuss material and/or equipment storage areas with the City Project Manager. City shall not be responsible for the security, theft, loss, damage, or vandalism to Contractor's building materials, tools, equipment, or supplies.

### 6.13. [Disposal of Waste](#)

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

Contractor may choose to bring a construction dumpster for their use, which will need to be removed at the end of project.

Location of temporary dumpster must be approved by City Project Manager prior to placement.

### 6.14. [Hours of Work](#)

The successful Contractor will perform installation Monday through Friday from 7:00 AM to 5:00 PM. Extended working hours including weekend work may be available upon request and approval by the City of Rosenberg prior to the commencement of the work specified under this contract.

### 6.15. [Traffic Control](#)

No traffic control will be needed. Contractor must conduct the project to ensure minimum interference with local traffic conditions.

### 6.16. [Warranty](#)

The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Rosenberg by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Rosenberg in writing.

The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and

in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Rosenberg's satisfaction.

Minimum Manufacturers 20-year limited rust through warranty on frame and panels.

#### 6.17. Mobilization

Contractor to be paid for one mobilization. Any additional mobilization, de-mobilization, or remobilization will be at contractor's sole expense.

#### 6.18. Final Clean

Contractor to clean entire building prior to turnover, touch up any chipped or marred paint surfaces.

#### 6.19. City Responsibilities

City will remove trees, electrical pole and lights prior to work beginning.

City will provide Geotech report to aid the engineer for design of the concrete foundation. (See Attachment A)

#### 6.20. Liquidated Damages

For each consecutive calendar day after the date of Final Completion that the Work is not Finally Complete, the City may deduct the amount of Three Hundred Dollars per day (**\$300/day**) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the City will sustain for late completion. The parties stipulate and agree that calculating the City's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

#### 6.21. Temporary Fencing

Temporary work area fencing to prevent foot traffic from entering the construction site during the construction shall be provided by the City.

## 7. Vendor Questionnaire

### 7.1. Certification

#### 7.1.1. *Bid Certification \**

Bidder certifies that neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et. Seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all the terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered shall meet or exceed specifications identified in this ITB.

Please confirm

\*Response required

### 7.2. Required Verifications

#### 7.2.1. *Anti-Boycott & Anti-Terrorism Verifications\**

In the event the ensuing contract has a value of \$100,000 or more and the company has 10 or more full-time employees:

Nondiscrimination against firearm and ammunition industries. Company verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.

Anti-Boycott of Energy Companies. Company verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2276, Texas Government Code, during the term of this agreement.

Anti-Boycott of Israel. Company verifies that it does not boycott Israel and will not boycott Israel during the term of this contract, as those terms are defined by Chapter 2271, Texas Government Code, as enacted by H.B. 4170, 86th Legislature, Regular Session.

Foreign Terrorist Organizations. Company verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as those terms are defined by Chapter 2252, Texas Government Code, as enacted by S.B.252, 85th Legislature, Regular Session.

Critical Infrastructure Affirmation. For Contracts concerning Critical infrastructure, as that term is defined by Texas Government Code Chapter 2275; The Engineer certifies (i) that Engineer, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Engineer, is not owned by or the majority of stock or other ownership interest of Engineer is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor

as a threat to critical infrastructure; (ii) that Engineer including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Engineer, is not owned by or the majority of stock or other ownership interest of Engineer is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (iii) that Engineer including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Engineer, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure.

- Yes
- No

\*Response required

### 7.2.2. [COVID-19 Anti-Passport Verification\\*](#)

In the event the ensuing contract is to be paid in whole or in part with State Funds:

Company Certification Regarding COVID-19 Vaccination. Company certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Company's business during the term of this contract, and will not require such documentation during the term of this contract, as those terms are defined by Section 161.0085, Texas Health and Safety Code, as enacted by S.B. 968, 87th Legislature, Regular Session.

- Yes
- No

\*Response required

### 7.3. [Conflict of Interest](#)

#### 7.3.1. [Conflict of Interest Questionnaire \\*](#)

*Sec. 176.006. DISCLOSURE REQUIREMENTS FOR VENDORS AND OTHER PERSONS; QUESTIONNAIRE. (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:*

*(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);*

*(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or*

*(3) has a family relationship with a local government officer of that local governmental entity.*

**Does the vendor have a business relationship with a local government officer of the City of Rosenberg that requires disclosure pursuant to Texas Local Government Code Section 176.006 as defined above?**

- Yes
- No

\*Response required

When equals "Yes"

**7.3.2. CIQ Form\***

If vendor answered **YES** above. Please download the attached CIQ Form, complete and upload.

- [CIQ Conflict of Interest Qu...](#)

\*Response required

**7.4. Required Forms**

**7.4.1. References\***

References must be customers/clients of similar size/scope that you have contracted with within the last five (5) years. Please detail work completed for **Municipal** agencies first.

Please submit a **MINIMUM** of four (4) references. Reference must include the following:

- Company Name
- Company Address
- Contact Person
- Phone Number
- Email Address
- Description of goods provided/services performed and the size/scope of services

**Do not include the City of Rosenberg or any City employees as references.**

\*Response required

**7.4.2. Certificate of Insurance\***

Minimum Insurance Requirements

Workers Compensation:

- Statutory Limits, State of Texas Employers' Liability:
- Bodily Injury by Accident \$500,000 (Each Accident)
- Bodily Injury by Disease \$500,000 (Each Employee)
- Bodily Injury by Disease \$500,000 (Policy Limit)

Comprehensive General Liability: (including completed operations and contractual liability insurance for bodily injury, death, or property damages)

- \$500,000 Per Person
- \$500,000 Per Occurrence
- \$1,000,000 Aggregate Policy Limits

Comprehensive Automobile and Auto Liability: (covering owned, hired, leased, and non-owned vehicles)

- Bodily Injury (Including Death)
- \$500,000 Per Person
- \$500,000 Per Occurrence
- Property Damage
- \$500,000 Per Person
- \$500,000 Per Occurrence

Please upload a copy of your Certificate of insurance here.

\*Response required

## 7.5. Bid Bond

### 7.5.1. *Bid Bond Submission\**

The City of Rosenberg has partnered with Surety2000 to accept electronic bonds as a convenience to our vendors. Electronic bonds are preferred, as they allow for instant verification, but are not required at this time.

Please select **YES** if you prefer to submit an electronic bond and select **NO** if you prefer to submit a paper bond.

- Yes  
 No

\*Response required

When equals "Yes"

#### 5.1.1. Electronic Bid Bond\*

Please enter your Bid Bond information from Surety2000 below.

\*Response required

When equals "No"

### 7.5.2. *Paper Bid Bond\**

Please upload a copy of your Bid Bond here.

\*Response required

## 7.6. Completion Days

### 7.6.1. *Calendar Days for Completion\**

\*Response required

## 8. Pricing Proposal

### BID SHEET

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construction of one (1) 30' width x 50' Length 12' Eave height, 2:12 gable style roof pitch metal building with 2 commercial ridge vents; and 2 - 14' width by 50' length lean-to's with a pitch of 1:12 including sealed engineering construction plan, site work, concrete foundation, materials, freight, contractor staking, labor, equipment, cleanup, site restoration, and all other additional items needed to construct and complete in place as specified.	1	Lump Sum		
2	Mobilization Fee (Including all Insurance and Bonds)	1	Lump Sum		
<b>TOTAL</b>					