

**City of Brookshire**

**CSB Number: 007**

**Competitive Sealed Bid (CSB) for  
Vac Truck Services**

**Due: 05 / 15 / 2026 at 02:00PM**

**City of Brookshire Bid Number [007]**  
**Competitive Sealed Bid (CSB) for**  
**Vac Truck Services**  
**Responses due by 05/15/2026, No Later Than 02:00 PM**

**I. Introduction**

The City of Brookshire is accepting sealed bids to provide Vac Truck Services and regular maintenance of sewer system components. The required services and performance conditions are described in the Scope of Work (Exhibit A). The City of Brookshire reserves the right to accept or reject any bid or item included.

It is the intention of the City of Brookshire to enter into a contract with a reliable firm to furnish Vac Truck Services in accordance with the following specifications beginning 07/16/2026 and ending 07/15/2027. The City will have the right and option to extend the term for additional one (1) year period with the same terms and conditions. The City of Brookshire will also have the right and option to terminate the Contract upon thirty (30) days written notice.

Unless otherwise stipulated herein, the contractor shall furnish all materials, tools, equipment and labor necessary to complete the work described within the minimum specifications; further, it shall be the contractor's sole responsibility to make arrangements for all required procurement, transportation, off-site storage and preparation.

Each submitted bid must include a 10% Bid Bond or Cashier's Check with sealed submission.

**II. Scope of Work**

For the complete Scope of Work please see **Exhibit A – Scope of Work**.

**III. Inquiries**

All questions prior to the closing date shall be in writing and should be directed by email to [rrichards@brookshiretx.gov](mailto:rrichards@brookshiretx.gov) inquiries are in reference to specific section numbers of the CSB, please reference the section number in the email so that staff can easily address your questions. The deadline for all questions shall be 04/15/2026, at 02:00 PM, CST.

**IV. Definitions**

- A. Bidder: individuals or entities that have submitted bids to the City
- B. Sub-Bidder: an individual or entity having direct contact with Bidder or with any other Sub-Bidder that may provide for the performance of a part of the work at the identified project.

Note: Bidder must perform 51% or more of the contract work. Sub-Bidder cannot perform more than 49% of the contract work.

**V. Antitrust**

By entering into a contract for goods or services with the City of Brookshire, the successful Bidder conveys, sells, assigns, and transfer to the City of Brookshire, Texas, all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Texas that relate to the particular good or service purchased or acquired by the City of Brookshire under said contract.

## **VI. Applicable Law**

The contract shall be governed in all respects by the laws of the State of Texas, and any litigation with respect thereto shall be brought in the courts of the State of Texas and Waller County. The successful Bidder shall comply with applicable federal, state, and local laws and regulations.

## **VII. Contractual Commitments**

This bid does not constitute an offer by the City to contract, but rather represents a definition of specific requirements and an invitation to Bidders to submit a bid addressing the requested services. The City may incorporate any of or the entire bid in any contract it so chooses.

It is the City's intention to contract with a single Contractor based on the overall impact of the submitted bid. Only executives of a definite, binding agreement will obligate the City in accordance with the terms and conditions contained in such agreement. Being selected and entering into an agreement does not guarantee the Contractor will be extended any specific amount of work.

The contents of any submitted bid, and any subsequent material submitted in response to requests for additional information, will be considered offers to contract by each Contractor unless otherwise agreed to by the City. In order to ensure the effectiveness and efficiency of the response process, the City will immediately reject any bids that contain any contingencies or conditions for acceptance.

## **VIII. Assignment of Contract**

The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Brookshire.

If the Bidder does, without such previous consent, assign, transfer, sublet, convey, or otherwise dispose of the contract or his right, title, or interest therein or any part thereof, to any person or persons, partnership, company, firm, or corporation, or does by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract may, at the option of the Owner be revoked and annulled, unless the Sureties shall successfully complete said contract, and in the event of any such revocation or annulment, any monies due or to become due under or by virtue of said contract shall be retained by the Owner as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

## **IX. Documentation**

Bidder shall provide, with this bid package, all documentation required in the specifications. Failure to provide this information may result in the rejection of submitted bid.

## **X. Addenda**

Any interpretations, corrections, or changes to the Request for Bid package will be made by addenda. Sole issuing authority of addenda shall be the City of Brookshire, Waller County, Texas, Project Manager. Addenda will be emailed to all Bidders known to have received a copy of this bid package.

Bidders who submit a bid on this project shall be presumed to have received all addenda and to have included any cost thereof in their bids, regardless of whether they acknowledge the addenda or not.

No addendum will be issued later than noon on 05/01/2026 except Addenda with minor clarifications, withdrawing request for Bids, or postponing Bid Dates.

**XI. Preparation of Bid**

Each bid must be submitted on the prescribed form. All blanks must be complete, in ink or typewritten, in both word and figures. Bidder shall initial all pages except signature page of the Bid Form.

Bidder is responsible for all costs incurred and associated with preparation of its Bid. No rider or condition shall be placed on the bid, the language of which cannot be interpreted as a firm bid and which is not clear as to the meaning.

- A. In the event of an error in extending a Unit Price or total of extended Unit Prices, Unit Price shall govern.
- B. In the event of an error in total Alternates, price for each Alternate shall govern.

The City of Brookshire accepts no responsibility for any expenses incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

**XII. Alternate Bid**

No substitution of products will be considered during the bidding period.

**XIII. Bid Submission**

**One (1) original, one (1) copy and one (1) USB copy** of the sealed bid clearly marked "Bid Number 007, Vac Truck Services" no later than 02:00 PM on **05/15/2026**, to:

**City of  
Brookshire City  
Secretary  
4029 5<sup>th</sup> Street  
Brookshire, TX  
77423**

All bids must be in possession of the Project Manager at or before the date and time specified. Bids received by mail after that time, whether postmarked prior, will not be accepted. It is the Bidder's responsibility to allow sufficient time for the delivery of the bid by whatever means selected by the Bidder. The only acceptable evidence to establish the time of receipt is the time and date stamp of that office on the bid envelope or other documentary evidence of receipt used by our offices.

Failure to submit a Bid on the Bid Form provided shall be considered just cause for rejection of the Bid. Modifications or additions to any original wording of any portion of the bid document may be just cause for rejection of the bid. The City of Brookshire reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. Bidder is to submit bid in a SEALED envelope with the bid number and description, closing date and time, and company name clearly printed on the outside of the bid envelope.

**XIV. Bid Security**

- A. Bidder shall submit a Security Deposit with its sealed bid, in an amount equal to ten percent (10%) as either:
  - i. Certified Check or Cashier's Check
    - 1. Bidder shall make check payable to the City of Brookshire; and
    - 2. A check submitted on the condition that if the Bidder is named lowest responsible Bidder and fails either to timely and/or properly submit documents required, the City will cash the check.

ii. Bid Bond

1. The bid bond must be valid and enforceable bond, signed by a Surety that complies with requirements as established by law.
  2. The bid bond must name the City of Brookshire as obligee and be signed by the Bidder as principal and signed and sealed by the Surety.
  3. The bid must be conditioned such that if the Bidder is named lowest responsible Bidder.
- B. Security deposits will be retained until after the Contract is awarded or all bids are rejected.
- C. The lowest responsible Bidder forfeits Security Deposit if it fails to submit documents timely and properly. The City may claim an amount equal to the difference between the total bid price of the defaulting Bidder and the total bid price of the Bidder awarded the Contract. If the Security Deposit is a check, the City will reimburse any remaining balance to the defaulting Bidder.

**XV. Unsuccessful Bids**

Upon award and execution of a binding agreement, the contact for unsuccessful Contractors will be notified via email. The City shall have no obligation to explain why Contractor was not awarded a contract.

**XVI. Terms and Conditions**

All terms and conditions set forth in this bid and any all attachments are mandatory bid requirements. Any Contractor who does not completely respond as requested may be disqualified from the evaluation process at the City's sole discretion.

**XVII. Pre-Bid Conference**

A pre-bid conference will not be held for this project. But if any vendor would like a site visit please contact Robert Richards City of Brookshire 281-375-5050.

**XVIII. Bid Opening**

The Project Manager will tabulate, record, and evaluate submitted bids. The City may reject all bids or may reject any defective bid. Bid tabulations will be emailed to each Bidder following the bid opening and review.

**XIX. Bid Acceptance**

The City will send the lowest responsible Bidder a Notice of Intent to Award. Acceptance by the City is conditioned upon Bidder's timely and proper submittal of all required documents listed in the Post-Bid Procedures, and City Council's approval.

The Bid remains open to acceptance and is irrevocable for the period of time stated in the Bid Acceptance Period.

**XX. Bid Acceptance Period**

Any bid submitted as a result of the solicitation shall be binding on the Bidder for sixty (60) calendar days following the bid opening date. Any bid for which the Bidder specifies a shorter acceptance period may be rejected.

**XXI. Bid Corrections**

Corrections or modifications to Bidder supplied information (i.e. product information, pricing, etc.) may be made prior to bid opening date and time by an authorized representative of the bidding firm. Corrections shall be initialed in ink adjacent to each correction by the person signing the bid. Corrections or modifications received after the closing time specified on the bid form will not be accepted.

**XXII. Bid Withdrawal**

After bids are opened, Bidders shall not withdraw or cancel such bids and all sums deposited with such bid or proposal will be held by the City of Brookshire until all proposals or bids, timely submitted, have been canvassed and award of contract made, signed and, if a performance bond is required, furnished, and approved. All sums deposited with bids or proposals will then be returned to the respective Bidders.

A Bidder may withdraw a bid, if the City of Brookshire fails to award or issue a notice of intent to award the bid, within forty-five (45) calendar days after the date fixed for the opening of bids. No partial withdrawals are permitted. Only complete bid withdrawals are permitted.

**XXIII. Bid Disqualification**

The City may disqualify a bid if the Bidder:

- A. Fails to provide the required Security Deposit in the proper amount.
- B. Improperly or illegibly completes information required by the bid documents.
- C. Fails to sign or improperly signs bid documents.
- D. Qualifies its bid.
- E. Improperly submits its bid.

When requested, the lowest responsible Bidder shall present satisfactory evidence that Bidder has regularly engaged in performing work as proposed in the Scope of Work, and has the capital, labor, equipment, and materials to perform the work as identified.

**XXIV. Bidder Certification**

The Bidder agrees that the submission of a signed bid form is certification that the Bidder will accept an award made to it as a result of the submission.

**XXV. Brand Names**

Bidder shall indicate the make, brand, series, or other identification of the product(s) being offered, if applicable.

Only solicitations on items conforming exactly to these specifications will be considered in determining an award. "Conforming exactly to these specifications" includes bidding only the brand name(s), if specified in the solicitation.

Unless otherwise specified, items shall be new and unused and of current production.

**XXVI. Certification of Independent Price Determination**

The Bidder certifies that the prices submitted in response to this solicitation have been arrived independently and without- for the purpose of restricting competition - any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**XXVII. Collusion Among Bidders**

Each Bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the Bidders.

**XXVIII. Cooperative Purchasing**

The City of Brookshire participates in the State of Texas Cooperative Purchasing Program administered by the Texas Building and Procurement Commission. Where applicable the City of Brookshire will compare bid prices from Cooperative Purchasing Programs and award the Bidder providing the lowest or best value.

Subject to Section 271.102, Texas Local Government Code, governmental entities utilizing Inter-Local Cooperative Purchasing agreements with the City of Brookshire will be eligible, but not obligatory, to purchase materials or services under this contract, awarded as a result of this solicitation. All purchases for materials and services by Governmental Entities other than the City of Brookshire will be ordered by and billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Brookshire will not be responsible for another Governmental Entity's debts. Should other Governmental Entities decide to participate in this contract, the Bidder agrees that all terms, conditions, specifications, and pricing would apply.

**XXIX. Bidder Protest**

If a Bidder would like to issue a formal protest with the City of Brookshire concerning this solicitation, the protest must be tendered to the City Secretary Office within 48 hours after the Award by the City Council. The protest must be typed, including the bid or proposal number, date and time of the Bid Opening Conference, statement of the aggrieved situation, and the protest must be signed by an authorized party of the Bidder company.

Within 24 hours of receipt of the protest, the City will invoke a peer panel review consisting of the Finance Administrator, City Attorney, and a staff member appointed by the Mayor. This panel will review the protest, and all relevant documentation provided by the Bidder and the Project Manager. After reviewing all evidence and supporting documentation the panel will render a decision on the validity of the protest and any findings and recommendations that could be so warranted. The recommendation will be forwarded to the City Secretary's Office and the Bidder.

**XXX. Eligible Bidder**

Bidders are limited to those people or firms qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

The Bidder may be required before the award of any bid to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the product or service specified therein in a satisfactory manner. The Bidder may be required to give a past history and references in order to satisfy the City in regard to the Bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to provide the product or service, and the Bidder shall furnish with the City all the information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the City that the Bidder is properly qualified to carry out the obligations of the bid.

All bids will be signed by an authorized officer or agent of the bidding company or person. Bidder shall not bid as an agent for another person or company unless the Bidder specifies on the bid that they are bidding as an agent. The Bidder shall specify that they are an agent by following this example format:

XYZ Company as agent for ABC Company, or John  
Smith as agent for ABC Company

**XXXI. Errors of Extension**

If the unit price and the extension price are in variance, the unit price shall prevail.

**XXXII. Exceptions**

Bidders taking exception to any part or section of this solicitation shall indicate such exception on the bid form or on an attached page. Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the requirements as written. Conditional, qualified, or alternate bids, unless specifically allowed, shall be subject to rejection in whole or in part.

**XXXIII. F.O.B. Point**

All prices of item(s) bid shall be quoted FOB City of Brookshire, Texas, destination, unless otherwise stipulated in the specifications.

**XXXIV. Time of Delivery**

Time of delivery shall be stated as specified in attached specifications.

**XXXV. Prices**

All delivery and freight charges are to be included in the bid price.

Prices will be considered as net if no cash discount is indicated on the bid. The Bidder should show in the bid package both the unit price and total amount, where required, of each item listed.

The City of Brookshire, Waller County, Texas is exempt from State of Texas sales tax and a tax exemption certificate shall be furnished by the City of Brookshire, Waller County, Texas, to the successful Bidder upon request.

**XXXVI. Informalities and Irregularities**

The City of Brookshire has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the service or product being procured. If insufficient information is submitted by a Bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the product or service being procured.

### **XXXVII. Nonconforming Terms and Conditions**

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City of Brookshire reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

### **XXXVIII. Liabilities**

The Bidder shall hold the City of Brookshire, its officers, agents, servants and employees harmless from liability of any nature or kind because of the use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid and agrees to defend, at Bidder's own expense, any and all actions brought against the City of Brookshire or the Bidder because of the unauthorized use of such articles.

### **XXXIX. Liquidated Damages**

In the event completion or delivery is not made within the stated time period (without acceptable reasons of delay and written consent from the City), the City reserves the right to place the order with the next available Bidder and the awardee shall be liable for any increase in price as liquidated damages, it being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God, or other causes beyond his control; provided an extension of time is obtained from the Project Manager.

### **XL. Oral Statements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this bid document. All modifications to this bid document shall be made by the official issuance of an addendum by the Project Manager of the City of Brookshire.

### **XLI. Purchase Authorization Requirements**

Purchases of more than \$100,000 require a signed contract and/or purchase order and must be approved by City Council.

Bidders providing products or services without a signed contract and/or purchase order to do so at their own risk. The City of Brookshire, Waller County, Texas will not be liable for payment for any product or service provided under this bid unless a valid contract and/or purchase order has been issued to the successful Bidder.

### **XLII. References**

The City of Brookshire may request the Bidder to supply, with this bid package, a list of at least three (3) references where like services or products have been supplied by their firm or company. If requested, include the name of the firm or company, mailing address, telephone number and contact person.

### **XLIII. Reject Item(s)**

Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Brookshire.

#### **XLIV. Rights Reserved**

This bid must comply with all federal, state, and local laws concerning this product or service.

The City of Brookshire reserves the right to accept or reject any or all bids, to accept a bid in part or in whole, to waive informalities or irregularities and to award the bid to the lowest responsible Bidder.

#### **XLV. Contract Terms**

Successful Bidder will be awarded the contract, attached as Exhibit D, effective from the date of the award as provided in the Scope of Work. The contract will expire based on the terms and conditions of the approved contract. All prices will be held firm for the length of the contract.

#### **XLVI. Funding**

Funds for payment have been provided through the City of Brookshire budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Brookshire fiscal year shall be subject to budget approval.

#### **XLVII. Additional Information**

Bidder will only be allowed to invoice for the cost of services/goods in compliance with the submitted bid as accepted by the City of Brookshire. Payment will be made within thirty (30) days after receipt and acceptance by the receiving Department of all services, materials ordered, and the receipt of an accurate invoice from the Bidder.

1. Invoices must have a complete description of the goods provided at the contracted price, the purchase order number, and address of service location or delivery address.
2. Upon the Award of Contract, Bidder may receive a request to process payments electronically.
3. Invoices shall be sent to the following address:

**4029 5<sup>th</sup> Street, P.O. Box 160, Brookshire  
Tx. 77423**

**Or by email at: [iconnor@brookshiretx.gov](mailto:iconnor@brookshiretx.gov)**

Further Information:

- A. Section 176.006 of the Texas Local Government Code, as amended through HB 23, requires a Bidder of the City of Brookshire to file a completed conflict of interest questionnaire (Form CIQ) if the Respondent has a business relationship with the City and:
  1. the date the Respondent begins discussions or negotiations to enter a contract with the City of Brookshire or submits an application or response to a sealed bid request; or
  2. the date the Respondent becomes aware of any business relationship as outlined in the preceding paragraph.

“Local Government Officer” means:

1. a member of the governing body (i.e., mayor or council member);
2. a director, superintendent, administrator, or other person designated as an executive officer of the City of Brookshire; or
3. an agent of the City of Brookshire who exercises discretion in planning, recommending, selecting, or contracting of a Bidder.

State law requires that a Bidder file an updated completed questionnaire with the City Secretary’s office not later than the 7<sup>th</sup> business day after the date on which the Bidder becomes aware of an event that would make a statement in the questionnaire incomplete or inaccurate. Compliance with this law is the responsibility of each responding Proposer.

The Conflict-of-Interest Questionnaire (Form CIQ) is attached to this bid packet.

Bidder certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Bidder further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered on or after January 1, 2016. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Brookshire purchases, a Bidder that is awarded a contract or purchase that is greater than \$25,000 must electronically create a Form 1295 through the Texas Ethics Commission website and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded Bidder. ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm))

#### **XLVIII. Agreement**

The successful Vendor shall be required to execute an agreement with the City for services, and supply the required insurance to the City, as well as keep the insurance throughout the contract term.

**XLIX. Bid Schedule**

Supplied below is the anticipated schedule of events:

Advertisement of Bid	04/01/2026 & 04/08/2026
Deadline for Bid Inquiries	04/15/2026, at 02:00PM
Response to Questions & Deadline for Addendum	05/01/2026 by 02:00 PM
Due Date & Time for Submittal	05/15/2026 at 02:00PM
Bid Evaluation	06/01/2026 – 06/14/2026
Selection Announcement	07/01/2026
Council Award	07/16/2026

**EXHIBIT A**  
**SCOPE OF WORK**

## **CSB 007 – Vac Truck Services EXHIBIT A**

### **SCOPE OF WORK**

#### **I. General Description**

The City of Brookshire is accepting sealed bids to provide Vac Truck Services and regular maintenance of sewer system components. The required services and performance conditions are described in the Scope of Work (Exhibit A). The City of Brookshire reserves the right to accept or reject any bid or item included.

It is the intention of the City of Brookshire to enter into a contract with a reliable firm to furnish Vac Truck Services in accordance with the following specifications beginning 07/16/2026 and ending 07/15/2027. The City will have the right and option to extend the term for an additional one (1) year period with the same terms and conditions. The City of Brookshire will also have the right and option to terminate the Contract upon thirty (30) days written notice.

Unless otherwise stipulated herein, the contractor shall furnish all materials, tools, equipment and labor necessary to complete the work described within the minimum specifications; further, it shall be the contractor's sole responsibility to make arrangements for all required procurement, transportation, off-site storage and preparation.

Each submitted bid must include a 10% Bid Bond or Cashier's Check with sealed submission.

#### **II. Services to be Provided**

- A. Sanitary and Storm Sewer Line Clearing: Efficiently clear blockages, debris, and sediment from sanitary and storm sewer lines using high-pressure water jets and vacuum systems.
- B. Sludge Removal: Safely extract accumulated sludge, sediment, and other materials from sewer lines, manholes, and lift stations.
- C. Hydro-Excavation: Utilize hydro-excavation techniques to expose underground utilities, repair damaged sewer lines, and locate sewer infrastructure.
- D. Line Televising: Conduct thorough inspections of sewer lines using advanced camera systems to identify defects, blockages, and structural issues.
- E. Lift Station Cleaning: Regularly clean and maintain lift stations, including wet wells, pumps, and associated components.

The services shall be performed promptly upon request by the contracting agency.

#### **III. Technical Requirements**

The vac truck used for these services must meet the following specifications:

- A. Capacity: The truck should have sufficient capacity for sludge removal and debris collection.
- B. High-Pressure Water Jet System: The truck must be equipped with a powerful water jet system capable of effectively clearing sewer lines.

- C. Vacuum System: A robust vacuum system is essential for efficient debris removal.
- D. Camera Inspection Equipment: The truck should have integrated camera equipment for line televising.
- E. Safety Features: Safety measures, including emergency shutoffs, protective guards, and warning lights, must be in place.
- F. Compliance: The truck must comply with environmental regulations and safety standards, including no cross contamination between sanitary and storm sewers.

The contractor shall maintain the vac truck in optimal working conditions throughout the contract period.

#### **IV. Hours of Operation & Response Time**

- A. The bidder must be able to provide service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays for the duration of the agreement.
- B. Under normal working conditions, bidder shall arrive at the scheduled time.
- C. In the event of an emergency, the successful bidder shall have a crew at the designated site within two (2) hours of the call from the City.
- D. It is the responsibility of the bidder to provide an up-to-date list of names and contact numbers of on-call personnel. The City will contact the bidder by phone as emergencies occur and will provide as much information as available about the emergency work assignment, including the location(s), type of work and site condition(s).
- E. Service will be performed in a variety of government locations including wastewater treatment plants, sewage collection lift stations and water production plants. All unique requirements and/or regulations for each location shall be strictly followed by the bidder and the bidder's employees.
- F. For purpose of pricing service calls, the City's "normal business hours" are defined as being: 8:00 a.m. to 5:00 p.m., Monday through Friday. All other calls outside these hours, including weekends and holidays will be considered "outside normal business hours."
- G. The bidder shall designate one (1) person with the company to act as the point of contact for the City. The Contractor shall provide the City a cell phone number and email address for this person. Phone calls made by the City shall be returned by the Contractor within one (1) hour and emails shall be responded to within 24 hours. If a new person is assigned as point of contact for the City, the City shall be notified within 24 hours of the change.

## **V. Reporting & Documentation**

The contractor shall provide detailed reports after each service, including:

- A. Work performed: Description of tasks completed.
- B. Quantities: Amount of sludge removed, sewer lines cleared, etc.
- C. Camera Inspection Results: Findings from line televising.

All records shall be submitted electronically within five business days.

## **VI. Insurance Requirements**

Successful company shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas, and shall contain the amounts specified herein, and shall be executed prior to aware of the bid.

- A. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
- B. Employers Liability Insurance protecting contractors against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.
- C. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$100,000 per each person, \$300,000 per each occurrence/aggregate; Property Damage \$100,000 per each occurrence.
- D. Excess Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability and coverage afforded by the policies above, with the minimum limits of \$500,000 excess of specified limits.

## **EXHIBIT B BID FORM**

Provide a total cost estimate, including travel expenses, and “not to exceed” amount for the work described in Exhibit A – Scope of Work. A proposal should be submitted for:

### **1. Base Bid**

**EXHIBIT B: CSB 007: Vactor Services & Regular Maintenance of Sewer System  
Components**

**COST FOR VACTOR SERVICES**

<b>Item</b>	<b>Description</b>	<b>Cost per Gallon</b>
1	Cost per Gallon for Vactor Services during normal business hours (Mon-Fri, 8am-5pm), including haul, disposal & all cost (trip charge, service call, mileage, etc.)	
2	Cost per Gallon for Vactor Services outside normal business hours, including haul, disposal & all cost (trip charge, service call, mileage, etc.)	
3	Minimum Service Charge - Bid item resulting from a service call requiring less than 1,250 gallons, which will serve as the minimum charge for this service	

**Large Vactor Services**

<b>Item</b>	<b>Description</b>	<b>Cost per Gallon</b> (price should include all charges associated with performed work including haul, disposal, trip charge, etc)
1	Large Vactor Services will include scheduling the equipment, personnel and all other necessary items to complete the service request for lift station wet well, aeration basins, chloring contact basins, digestors and Sanitary Sewer Overflow clean outs.	

**D-3**

**Cost for Regular Maintenance of Sewer System**

<b>Item</b>	<b>Description</b>	<b>Cost</b>
1	Cost per hour for Hydro - Excavating during normal business hours (Mon-Fri, 8am-5pm), including haul, disposal & all cost (trip charge, service call, mileage, etc.)	
2	Cost per hour for Hydro - Excavating outside normal business hours, including haul, disposal & all cost (trip charge, service call, mileage, etc.)	
3	Cost per hour for Line Televising, Including copy of Video	

**EXHIBIT C**  
**ADDITIONAL DOCUMENTS**

**EXHIBIT C**  
**CERTIFICATION OF ELIGIBILITY**

By submitting a proposal in response to this solicitation, the Bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the Proposer will notify the City of Brookshire Project Manager. Failure to do so may result in terminating this contract for default.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Exhibit C

Conflict of Interest Questionnaire

Exhibit C

**CERTIFICATION REGARDING LOBBYING**

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 any 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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, United States 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.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>                  a. contract                  _____ b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application                  _____ b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. initial filing                  _____ b. material change</p> <p><b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime      _____ Subawardee                  Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction</b>  <b>Standard Form - LLL (Rev. 7-97)</b></p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(a) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Exhibit D  
Contract