



**The Woodlands Township Environmental Services  
2801 Technology Forest Blvd.  
The Woodlands, TX 77381**

**Invitation for Bid**

**Battery Receptacle Delivery/Removal and Battery Recycling Services Contract  
Contract Number: C-2026-0282**

**PURPOSE**

The Woodlands Township is requesting bids for battery receptacle delivery, collection and recycling services. The selected contractor shall supply and deliver battery collection receptacles, ensuring environmentally responsible recycling of collected batteries in full compliance with all applicable regulations. The contract will be for a term of 36 months beginning April 1, 2026 and ending March 31, 2029.

<b>Deadline for Written Questions at 5:00 p.m. CST</b> <b>Attn: Grace DeCarlo <a href="mailto:gdecarlo@thewoodlandstownship-tx.gov">gdecarlo@thewoodlandstownship-tx.gov</a></b>	<b>February 11, 2026</b>
<b>Bids Due by 5:00 p.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381</b> <b>Attn: Grace DeCarlo, Environmental Education Coordinator</b>	<b>February 25, 2026</b>

Bidder shall **complete every space** in the bidder proposal column with either **signed initials** to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications. Bidder may submit additional information explaining any proposed deviation.

1	GENERAL	Bidders Initials
1.1	The contract for these services, if awarded, shall be for <b>thirty-six (36) months (April 1, 2026 – March 31, 2029)</b> . Any and all financial obligations of The Woodlands Township under a proposed contract are conditional as they relate to a yearly appropriation during the annual budget process.	
1.2	Within (180) days before the expiration of the Initial Term (October 2, 2028), The Woodlands Township may give written notice to Contractor of its desire to extend the Agreement (the "Renewal Notice") for an additional period of time. (the "Renewal Term"). If The Woodlands Township delivers the Renewal Notice, the Parties shall within thirty (30) days from the date of receipt of the Renewal Notice, use good faith efforts to negotiate the terms and conditions of the Renewal Term. Any agreed upon Renewal Terms shall be in writing and executed as a Modification of the Agreement. In the event the Parties are unable to agree upon the terms and conditions for the Renewal Term, then the Agreement shall expire upon the expiration of the current Term or otherwise terminate pursuant to the terms of the Agreement. Renewal Terms will be limited to a maximum of two (2), three (3) year renewal periods.	
1.3	The Woodlands Township reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if The Woodlands Township believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The Woodlands Township.	
1.4	The Woodlands Township also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, The Woodlands Township reserves the right to consider the most advantageous bid thereof or to reject the bid.	
1.5	Prospective Bidders may obtain a bid package including specifications and bidding documents from The Woodlands Township website, online at <a href="http://www.thewoodlandstowmship-tx.gov/bids">www.thewoodlandstowmship-tx.gov/bids</a> .	
1.6	Bidders should carefully examine the bid documents, specifications and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify The Township and obtain clarification prior to submitting a bid.	
1.7	Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.	
1.8	Any qualification or exception submitted by the contractor pertaining to the specifications and bid items may be cause for rejection of bid. (A conditional bid may be cause for rejection.)	
1.9	The Contractor's bid shall include unit prices as outlined in the Bid Tabulation Form. Quantities required and listed are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount at the same unit cost bid.	
1.10	There will be no public bid opening; however, bid tabulations and related bid documents will be released once the appropriate staff has reviewed and approved them.	

1.11	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.	
1.12	It is understood, that in addition to the items outlined in this bid package, The Woodlands Township's facilities, offices, terminals, parks, pools and sports fields are continually growing and the successful contractor must be capable of handling contract additions throughout the term of the contract to the same standards, frequencies and expectations outlined herein.	
1.13	Contractor shall be capable of receiving communication by email, or via phone call/message/app.	
1.14	Contractor shall provide all equipment, labor, trucks, and material necessary to perform the required service. No equipment, material or personnel shall be provided by The Township to Contractor unless agreed upon in advance in writing by the Township.	
1.15	Upon each site visit, contractor shall remove all rubbish, waste and discarded material that is a result of their services provided to the Township. If Contractor fails to comply with this obligation, and the Township is required to remedy, the Contractor agrees to reimburse the Township for all expenses incurred for the remedy.	
1.16	Each employee will be identified by a company uniform (shirt, pants or cap) and vehicles will be clean, and all marked with company name.	
1.17	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
1.18	Equipment must be well maintained and in good condition.	
1.19	Transportation of staff and equipment shall be done only in vehicles marked with contractor's company logo unless agreed in writing by Township staff.	
1.20	Work shall be conducted between 7:00 a.m. and 7:00 p.m., Monday through Friday. The Woodlands Township may direct specific times for certain work to be performed so as to not interfere with Fire Department and/or location/facility activities.	
1.21	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas in and around where the work is taking place.	
1.22	Service can only be requested by authorized Township personnel in the Environmental Services Department with contractor-required certifications to complete shipping documentation, which may include but not be limited to 49 CFR Certification.	
1.23	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment which includes the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in handicapped spaces or park reserves.	
1.24	Any measurements contained herein should only be used as an estimate. Contractor is responsible for accurate measurement of all items. All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.	
1.25	Contractor is responsible for obtaining such supplies, materials and parts if not provided directly by the Township. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the proposal from the Contractor. Installed materials that fail before warranty shall be replaced by the contractor with new material at no cost to the Township other than labor to reinstall.	
1.26	Service location is public with Fire Department work/living spaces, staffed by emergency personnel moving with purpose and is therefore extremely sensitive to disruption. Contractor must ensure the general public and user's safety when performing services in and around all locations.	
1.27	Contractor shall not employ any subcontractor to fulfill any of the Contractor's obligations, in whole or in part, without the prior express written approval of The Woodlands Township and shall fully indemnify and defend the Township for any acts or omissions of any such sub-contractor.	

1.28	All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.	
1.29	Contractor is responsible for damage to persons and property caused during the performance of contracted work.	
1.30	The Contractor will be held responsible for any damages to trees, plants, shrubs, fences, walls, brick, pavers, bollards, glass, signage, flag poles, monuments, plaques, garage doors, etc. that is caused by the Contractors errors or their failure to comply with the requirements of these specifications and will be assessed a fee. Values will be based on The Township's assessment and/or appraisal in accordance to Council of Tree and Landscape Appraisers or other mutually agreeable source.	
1.31	If through inspection and verification, in The Woodlands Township opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the Contractor.	
1.32	**In the event the contractor fails to accomplish any task under this scope of work, The Woodlands Township will provide reasonable written notice to take corrective action. If the Contractor does not perform the service, The Woodlands Township may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Supplemental Unit Prices	
<b>2</b>	<b>LAWS, REGULATIONS, AND INSURANCE</b>	
2.1	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ	
2.2	In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a>	
2.3	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.	
2.4	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	
2.5	All work, repairs, preventative maintenance and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	
2.6	Contractor shall provide The Woodlands Township acceptable proof of insurance and endorsement forms which meets the requirements as identified herein. Proof of Insurance must be provided before any Work is to begin.	
<b>3</b>	<b>INSTRUCTIONS</b>	
3.1	Contractors should, if reasonably able, visit the locations in their own time in order to best determine scope and expectations: The Woodlands Township strongly encourages all bidders to familiarize themselves with facilities and locations.	
3.2	<b>INTERPRETATIONS AND ADDENDA-</b> All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted in writing to Grace DeCarlo, Environmental Education Coordinator at <a href="mailto:gdecarlo@thewoodlandstownship-tx.gov">gdecarlo@thewoodlandstownship-tx.gov</a> . Interpretations, questions, or clarifications will be considered by the Township and if necessary be responded to by issuance of an Addendum. All questions are to be received no later than <b>Wednesday, February 11, 2026, at 5:00 p.m. CST</b> . Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website <a href="http://www.thewoodlandstownship-tx.gov/bids">http://www.thewoodlandstownship-tx.gov/bids</a>	

3.3	<p><b>Sealed bids</b>, addressed to The Woodlands Township, 2801 Technology Forest Blvd, The Woodlands, Texas 77381, Attention: Grace DeCarlo, Environmental Education Coordinator, must be received at the above address no later than <b>Wednesday, February 25, 2026 at 5:00 p.m. CST</b> for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide The Woodlands Township based on the bid documents in The Woodlands Township, Montgomery and Harris Counties, Texas. Bids shall be submitted in sealed envelopes using the blank Proposal forms furnished with this bid package, <b>additionally the Bid Matrix/Tab must be emailed to <a href="mailto:gdecarlo@thewoodlandstownship-tx.gov">gdecarlo@thewoodlandstownship-tx.gov</a> by the bid submittal due date.</b></p>	
3.4	<p>Each sealed envelope containing the bid(s) must be clearly marked on the outside <b>BID for Battery Receptacle Delivery/Removal and Battery Recycling Services Contract</b> Contract Number: C-2026-0282 and the envelope should bear on the outside the name of the bidder and company their address.</p>	
3.5	<p>All companies bidding on this project must include the information outlined in the <b>ITEMS TO BE INCLUDED IN BID SUBMITTAL</b> such as bid checklist, bid bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.</p>	
3.6	<p>All Bids must be made on the required BID TABULATION FORM. All blanks spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.</p>	
3.7	<p>Bidder is required to submit three (3) references of previous projects of similar or like nature size/value.</p>	
4	<p style="text-align: center;"><b>INVOICING AND PAYMENT</b></p>	<b>Bidders Initials</b>
4.1	<p>Unit prices shall remain in effect for the length of this agreement (April 1, 2026 – March 31, 2029) Should the Contractor and The Woodlands agree to extend the agreement (see section 1.2) Contractor may request an increase in the unit prices after the end of the first year of the Contract term. Upon receipt of the written request by the contractor to increase the unit prices, the fees shall be adjusted to reflect changes in the cost of operations excluding capital costs, as reflected by fluctuations in the Consumer Price Index ("CPI") for Series ID: CUUR0000SA0L1E Not seasonally adjusted, South Urban, Area Code: S37B. All Items as published by the U.S. Department of Labor; Bureau of Labor Statistics. The fees shall be increased for the ensuing Renewal Period by an amount equal to the new CPI rate. Notwithstanding, the CPI rate shall not increase during any year by more than three percent (3%)</p>	
4.2	<p>Evaluation of bid takes into account the following considerations: price, references, familiarization with The Woodlands, etc.</p>	
4.3	<p><b>THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUBCONTRACTORS.</b></p>	
4.4	<p>Unit price shall be inclusive of all charges (staff time, application equipment, disposal, truck charges, environmental charges, traffic control, etc.).</p>	
4.5	<p>All invoices will have a reference number that matches the shipping documentation and shall indicate the type and quantity of battery receptacles, freight shipping costs, and applicable battery recycling charges, and the unit of measurement shall be in accordance with the bid unit price. Invoices should reflect pounds of batteries as accurately as possible.</p>	
4.6	<p>The Township will remit payment for each invoice to Contractor within 30 days of receipt of an approved Invoice, unless the Township disputes any portion of the Invoice, and the Contractor is not in default under the provisions of this contract.</p>	
4.7	<p>Contract payment will be per service, based on a detailed invoice provided to The Township from the selected Contractor. The billing of services is per service as requested, within 14 days of the provided service.</p>	

5	BATTERY TYPES	Bidders Initials
5.1	<p>Contractor shall provide collection receptacles and recycling services for the following battery types:</p> <ul style="list-style-type: none"> <li>- Alkaline (all standard household sizes)</li> <li>- Lithium Primary (non-rechargeable lithium batteries)</li> <li>- Lithium-Ion (rechargeable)</li> <li>- Nickel Cadmium (NiCd)</li> <li>- Small Sealed Lead Acid (SSLA)</li> <li>- Nickel Metal Hydride (NiMH)</li> <li>- Nickel Zinc (NiZn)</li> <li>- Cell Phone Batteries (all types and configurations)</li> <li>- Button/Coin Cell (all chemistries)</li> </ul>	
6	RECEPTACLE SPECIFICATIONS	Bidders Initials
6.1	<p>Each battery collection receptacle shall meet the following minimum requirements:</p> <ul style="list-style-type: none"> <li>- Minimum capacity of fifty (50) gallons</li> <li>- Single-compartment design allowing all battery types to be stored together without pre-sorting by users</li> <li>- Built-in safety mechanisms such as non-conductive separators, insulating materials or specialized compartment design that automatically isolates battery terminals</li> <li>- Internal design that eliminates the need for terminal taping while preventing short circuits</li> <li>- Fire suppression materials suitable for mixed battery chemistry storage</li> <li>- Compliance with all applicable local, state and federal regulations on the safe storage and transport of the battery types listed in Section 5.1</li> </ul>	
6.2	Contractor shall provide instructions for proper use of battery receptacles in writing at the collection site as well as a brief in person or digital overview/training to applicable Township personnel.	
7	DELIVERIES AND COLLECTIONS	Bidders Initials
7.1	The Township shall purchase receptacles as needed, at various times, but does not consent to automatic, routine billing for new receptacles unless agreed upon in writing.	
7.2	Contractor shall respond to standard delivery and collection requests within five (5) business days.	
7.3	Battery receptacle deliveries and collections shall be completed within seven (7) business days from order date.	
7.4	Deliveries and collections shall be made Monday through Friday between the hours of 7 a.m. and 7 p.m. to the following address: Central Fire Station, 9951 Grogan's Mill Road, The Woodlands, TX 77380	
7.5	<p>For receptacle deliveries and collections, the Contractor shall abide by the following procedures upon arrival:</p> <ul style="list-style-type: none"> <li>- Park vehicle in visitor parking lot located at the front of the Central Fire Station</li> <li>- Enter Central Fire Station via front entrance to check in with reception or designated Fire Department staff</li> <li>- Follow Fire Department guidance on indicated unloading/loading zones</li> <li>- Ensure battery receptacles are safely unloaded and transferred to Fire Department staff, and/or loaded and secured to Contractor vehicle for haul away</li> <li>- Remove all rubbish, waste and discarded material resulting from contractor's service</li> </ul>	
7.6	Contractor vehicles shall not, under any circumstances, obstruct designated fire apparatus access roads, or emergency egress routes at the Central Fire Station. Vehicles found in violation are subject to immediate towing and/or impoundment at the Contractor's sole expense.	

7.7	Contractor shall supply and operate any necessary lifting or handling devices for safe loading and unloading of battery receptacles onto contractor vehicles (e.g. lift gates, loading ramps, secure tie-downs and any other specialized tools required)	
7.8	The Woodlands Fire Department personnel shall be responsible for the final placement and internal movement of battery collection receptacles from the designated unloading zone.	
7.9	Contractor shall be a registered hazardous materials carrier with an Environmental Protection Agency identification number and provide the number on the bid.	
7.10	Transportation of batteries shall be conducted in full compliance with all applicable local, state and federal regulations for environmental quality and the transport of hazardous materials.	
7.11	Contractor shall provide, upon request by the Township, documentation to demonstrate continuous compliance with all applicable local, state and federal regulations for environmental quality and the transport of hazardous materials.	
<b>8</b>	<b>RECYCLING</b>	<b>Bidders Initials</b>
8.1	Contractor shall ensure all collected batteries are recycled in accordance with industry best practices and regulatory standards. All recycling operations must comply with EPA Universal Waste regulations, state environmental requirements and accepted industry standards for battery recycling.	
8.2	Contractor shall demonstrate, with the submittal of their bid, valid and current third-party certification to one of the following standards for all facilities handling the Township's battery recycling: <ul style="list-style-type: none"> <li>- SERI Responsible Recycling ("R2") Standard for Electronics Recyclers</li> <li>- E-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment ("e-Stewards")</li> </ul>	

## Bid Tabulation Form

Bidder shall complete each section of the Bid Tabulation Form with a specified cost per item listed using the quantities below. Bid Prices shall be firm for 90 days from bid opening. Please note The Woodlands Township may refer to this list when requesting services for each event as needed.

Type of Battery or Device	Estimated 2026 Recycled Material Weight (lbs)*
<b>Electronics – Cellular phones</b>	50
<b>Batteries – Alkaline Mixed</b>	6000
<b>Batteries – Lead Acid</b>	750
<b>Batteries – Silver Oxide</b>	50
<b>Batteries – Lithium Ion</b>	300
<b>Batteries – Lithium (Button Cell)</b>	80
<b>Batteries – Coin Lithium</b>	50
<b>Batteries – Nickel Cadmium</b>	150
<b>Batteries – Nickel Metal Hydride</b>	75
<b>Batteries – Zinc Carbon</b>	100

\*Estimated figures above based on 2025 3R Recycling Event quantities

Proposed Receptacle	Number of receptacles per bulk shipment	Price per bulk unit	Total Receptacle Cost Per 1 Year of Service
<b>Ex. CellSafe MAX, EasyPak, OneDrum, or approved equal</b>	4	1500	

Combined cost for shipping costs and processing fees	Total Cost
Delivery & removal shipping costs (approximate)	
Alkaline processing	
Other associated battery processing fees, if applicable	

### **Total Yearly Cost =**

*Total Yearly Cost = Receptacle purchase, shipping costs, alkaline processing, and all other battery processing fees in one year of service for the battery quantities above.*

Please provide your Environmental Protection Agency identification number below.

**Environmental Protection Agency Identification Number:**

## Exhibit A - Bid Certification

I, \_\_\_\_\_, certify that this bid, including the listed unit price in the bid tabulation, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to honor the unit prices as submitted throughout the term of the **Battery Receptacle Delivery/Removal and Battery Recycling Services contract**.

**Contract Numbers: C-2026-0282**

and abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

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Date

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Signature

---

Name (please print)

---

Title

---

Company Name

---

Address

---

Phone Number

---

E-mail address

---

Cell Phone Number

## **Exhibit B - Addendum Acknowledgement**

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on  
<http://www.thewoodlandstowmship-tx.gov/bids>.

Addenda #1 \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2026  
MM DD

Addenda #2 \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2026  
MM DD

Addenda #3 \_\_\_\_\_ Date Received \_\_\_\_\_ / \_\_\_\_\_ / 2026  
MM DD

## Exhibit C - Conflict of Interest Questionnaire

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%; padding: 5px;"><b>OFFICE USE ONLY</b></td> </tr> <tr> <td style="padding: 5px;">Date Received</td> </tr> </table>	<b>OFFICE USE ONLY</b>	Date Received
<b>OFFICE USE ONLY</b>				
Date Received				
1	<b>Name of vendor who has a business relationship with local governmental entity.</b>			
2	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)			
3	<b>Name of local government officer about whom the information is being disclosed.</b>			
Name of Officer				
4	<b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>			
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>				
5	<b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>			
6	<input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b>			
7	<div style="display: flex; justify-content: space-between;"> <div style="flex: 1; border-bottom: 1px solid black; padding-bottom: 5px;">Signature of vendor doing business with the governmental entity</div> <div style="flex: 1; border-bottom: 1px solid black; padding-bottom: 5px;">Date</div> </div>			

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - \*\*\*
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed;
      - or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (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.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

## **Exhibit D -References**

Please provide information from three (3) references of similar work scope, representing experience within the past five (5) years:

1. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

2. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

3. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

## Exhibit E –Statement of Qualifications

DATE SUBMITTED \_\_\_\_\_

All questions must be answered, and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm - \_\_\_\_\_
2. Permanent main office address - \_\_\_\_\_
3. If a corporation, where incorporated - \_\_\_\_\_
4. How many years have you been engaged in the battery recycling business? Under what firm or trade names and how long under each?  
\_\_\_\_\_  
\_\_\_\_\_
5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Are you licensed as Contractor in the State of Texas?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes", please provide Contractor numbers?  
\_\_\_\_\_  
\_\_\_\_\_
7. General character of work performed by your firm - \_\_\_\_\_
8. Has your firm ever failed to complete any work awarded to you?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes", where and why?  
\_\_\_\_\_  
\_\_\_\_\_
9. Has your firm ever defaulted on a contract?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes", where and why?  
\_\_\_\_\_  
\_\_\_\_\_

10. List 5 projects of similar size and scope:

Firm	Name	Contract	Value	Contact Information
1.				
2.				
3.				
4.				
5.				

11. Are any lawsuits pending against you or your firm at this time?

Yes  No  If "Yes", PROVIDE DETAILS.

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12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes  No  If "Yes", PROVIDE DETAILS.

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13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals compromising this Statement of Bidder's Qualifications.

DATED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(SEAL) \_\_\_\_\_

(Name of Bidder)

By \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

## **Exhibit F – Subcontractors**

### LIST OF SUBCONTRACTORS (Required with Bid Submittal)

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.

Subcontractor's Name

### Subcontractor's Type of Work

**If no Subcontractors are to be used, please make this page with the word NO SUBCONTRACTORS WILL BE USED**

The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from The Woodlands Township.

## Exhibit G - Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Township in the minimum amounts outlined below:

- a. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all Subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$1,000,000 for liability arising out of any accident related to the Work.
- b. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
  - (1) XCU Coverage,
  - (2) Contractual Liability Coverage,
  - (3) Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
  - (4) (X), (C) and (U) exclusions shall be removed.
- c. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired and non-owned vehicles of Contractor or Contractor's employees, agents, representatives or Subcontractors.
- d. Cyber Risk Insurance (including professional oversight liability) covering acts, errors, and omissions arising out of operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.
- e. All insurance policies required by this Paragraph 7 shall contain a clause waiving any right of subrogation against The Woodlands Township. Insurance policies under (b), and (c), shall include The Woodlands Township as an additional insured.
- f. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - (1). The Woodlands Township shall be named as an additional insured with respect to General Liability and Automobile Liability.
  - (2). Additional insured for The Woodlands Township should be on a primary and non-contributory basis.
  - (3). All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  - (4). A waiver of subrogation in favor of The Woodlands Township shall be contained in the Workers Compensation and all liability policies.

(5). All insurance policies shall be endorsed to require the insurer to immediately notify The Woodlands Township of any material change in the insurance coverage.

(6). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least thirty- (30) days' notice prior to cancellation or non-renewal of the insurance.

(7). All insurance policies, which name The Woodlands Township as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

(8). Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(9). Contractor may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.

(10). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.

(11). Transmittal of proof of insurance should reference the Woodlands Township contract number (as listed in the footer below).

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to The Woodlands Township.
- c. All contractors and Subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Township, furnish the Township with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that the Township will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

The Township reserves the right to change the type of insurance required, limits required, and/or endorsements required as the Township sees fit.

**Exhibit H -Bid Submission Checklist**

***Only items marked with YES are applicable to this bid***

***If additional information is needed, please contact the project coordinator identified in this document***

***Vendor must initial each required task as it is completed.***

***Vendor must include this form as the cover page to the bid submittal.***

<b>Vendor Name:</b>					
<b>Individual submitting:</b>					
<b>Contract Number</b>					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
YES	General Specifications and Acknowledgement		YES	References	
YES	Bid Tabulation Form		YES	Notarized Statement of Bidders Qualifications	
YES	Bid Certification		NO	Bid Bond-2% of value of bid	
YES	Addendum Acknowledgment		YES	Sub-Contractor List	
YES	Environmental Protection Agency Identification Number		YES	Signed Conflict of Interest Questionnaire (CIQ)	
NO	Staffing and Operations Plan		YES	Proof of battery and electronics recycling certification R2 and/or e-Stewards	
<b>After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required</b>					
Required		Acknowledged	Required		Acknowledged
YES	Form 1295 – “Certificate of Interested Parties”		NO	Payment Bond This applies to bids that exceed \$25,000	
NO	Performance Bond Requirements. This applies to bids that exceed \$25,000		YES	Worker’s Compensation Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
YES	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable				

**It is the vendor's responsibility to be thoroughly familiar with all bid requirements and specifications**

Staff Initial _____	Staff Initial _____
Date & Time _____	Date & Time _____