



Collin County Purchasing

2023-168

Bonds for Elected Officials

Issue Date: 3/7/2023

Questions Deadline: 3/24/2023 05:00 PM (CT)

Response Deadline: 4/6/2023 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Michelle Michaelis, CTPM, Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4113

Email: mmichaelis@co.collin.tx.us

Event Information

Number: 2023-168
Title: Bonds for Elected Officials
Type: Request for Proposal - Other
Issue Date: 3/7/2023
Question Deadline: 3/24/2023 05:00 PM (CT)
Response Deadline: 4/6/2023 02:00 PM (CT)

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Activities

Deadline to Submit Questions

3/20/2023 3:00:00 PM (CT)

Hello,

Just a reminder to please submit any questions for Collin County's formal procurement, **Bonds for Elected Officials (RFP 2023-168)**, prior to 5 pm CST on 3/24/2023.

Intent to Submit Proposal

4/3/2023 2:00:00 PM (CT)

Hello,

Just a reminder that the deadline for Collin County's formal procurement, **Bonds for Elected Officials (RFP 2023-168)**, is 4/6/23 by 2 p.m.

Bid Attachments

LEGAL NOTICE RFP.pdf

Legal Notice

[Download](#)

General_Instructions_Proposals_07.18.2022.docx

1.0 General Instructions RFP

[View Online](#)

Terms_of_Contract_Proposals_-_2.10.21.docx

Terms of Contract - Proposals

[View Online](#)

Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

Special_Conditions_and_Specifications_Bonds_RFP.pdf

Special Conditions and Specifications

[View Online](#)

Attachment_A_-_2023_Bond_Spreadsheet2B.xlsx

Attachment A

[View Online](#)

County Clerk LOCAL GOVERNMENT CODE.pdf

Attachment B - County Clerk Information

[View Online](#)

County Commissioners LOCAL GOVERNMENT CODE.pdf

Attachment C - County Commissioner Information

[View Online](#)

County Court at Law Courts Statute.pdf

Attachment D - Judicial Branch Information

[View Online](#)

County Treasurer LOCAL GOVERNMENT CODE.pdf

Attachment E - Commissioners Court and Officer Information

[View Online](#)

District Attorney Statute.pdf

Attachment F - District Attorney Information

[View Online](#)

District Clerk GOVERNMENT CODE.pdf

Attachment G - Clerk Information

[View Online](#)

Justice of Peace - GOVERNMENT CODE.pdf

Attachment H Justice Court Information

[View Online](#)

LOCAL GOVERNMENT CODE_Ch 88.pdf

Attachment I - Commissioner Court & County Officer Information

[View Online](#)

Probate Judge -Local Government Code 25.00321.pdf

Attachment J - Government Code Chapter 25 - Statutory Court Information

[View Online](#)

HB23_CIQ.docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

W-9 rev 2018.pdf

W-9 Form

[View Online](#)

Requested Attachments

W9

(Attachment required)

Proposal/Response to RFP

(Attachment required)

Attachment A

(Attachment required)

Conflict of Interest Questionnaire

Bid Attributes

1 eBid Notice

Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.

(Required: Maximum 1000 characters allowed)

2 Contact Information

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

(Required: Maximum 4000 characters allowed)

3 Exceptions (for RFP/RFQ)

Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.

Yes No

(Required: Check only one)

4 Insurance Acknowledgement

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

5 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

6 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

7 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

8 Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

1 0 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

1 1 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

1 2 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

**1
3 Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

**1
4 Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

- Plano Star Courier Plan Room Collin County eBid Notification Collin County Website
 Other

(Required: Check only one)

**1
5 Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

**1
6 Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

17 Firearm Entities and Trade Associations Discrimination

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

18 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

19 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

20 Cooperative Contracts

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

Bid Lines

1 Please fill out Attachment A for pricing. The Excel spreadsheet is set up to calculate the totals, so please enter pricing for one position on all lines.

If you have additional pricing beyond the bonds listed, please include in RFP Proposal entitled "6.6 - **Cost Proposal.**"

Please list the grand total of the entire proposal under estimated price below.

(Response required)

Quantity: 1 UOM: lot Price: Total:

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called “offeror” is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

_____ *Print Name*

_____ *Signature*

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in Submittals or to accept such Submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFPs and CSPs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form Submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 Submittals via email, oral, telegraphic or telephonic will not be accepted. RFPs and CSPs may be submitted in electronic format via Collin County eBid.

1.9 All RFPs and CSPs submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all RFPs and CSPs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of “plug and play” portable storage device will be accepted as a Submittal. RFPs, and CSPs received in the Collin County Purchasing Department after submission deadline shall be considered void and

unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.

1.11 For hard copy paper form Submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a RFP or CSP and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP Submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Offerors during the solicitation process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

1.24 Bid Openings: All bids submitted will be read at the County's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the County accepts such bid as responsive.

The County will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The County will notify the successful Offeror upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

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

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of

\$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification 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 specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror 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 Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 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:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

- 4.1 The award of the contract shall be made to the responsible proposer, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the closing date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. At the County's discretion, proposers may be contacted to submit clarifications or additional information within two (2) business days. Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements (Section 6.0).
- References provided will be contacted for verification and that information will be passed onto the evaluation committee and scored in level two (2).

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this level. Proposers elevated to Level 2 may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal. Criteria evaluated in Level 2:

Points	Criteria
20	Firm's Qualifications & Experience Sections 6.2 & 6.3
25	Total Proposed Price – Section 6.6
40	The Proposed Services meeting Collin County's needs and requirements – Sections 6.4
15	References – Section 6.5

- It is anticipated that the Evaluation Committee will elevate proposals scoring at least **75** points to Level 3.

LEVEL 3 –DEMONSTRATIONS AND INTERVIEWS (OPTIONAL)

The Evaluation Committee may hear oral presentations (if desired). Proposers are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the proposer to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the proposer to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting proposers will be notified of time and date. The County reserves the right to bypass Level 3 in the evaluation process and move directly to Level 4.

The following criteria will be used to evaluate those proposers elevated:

Points	Evaluation Criteria
10	Response to clarification questions
15	Demonstration/Interview
25	Total Points

Proposals may also be re-evaluated based upon Criteria in level 2.

LEVEL 4 – BEST AND FINAL OFFER

Proposers who are susceptible of receiving award may be elevated to Level 4 for Best and Final Offer. Proposers will be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be reevaluated based upon criteria in Level 2 and Level 3.

Based on the result of the Best and Final Offer evaluation, a single proposer will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other proposers who have submitted bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

5.1 Intent of Request for Proposal: Collin County’s intent of this Request For Proposal (RFP) and resulting contract is to provide proposers with sufficient information to prepare a proposal for preparation of public official and surety bonds for officials/employees of the Collin County Government.

5.2 **Purpose:** County officials shall have a bond in-place prior to taking office that conditions that the elected and/or appointed officials will faithfully perform the duties of office, account for and pay over all money which may come into his or her hands by virtue of his or her office, and that he or she will deliver to his or her successor safe and undefaced all books, records, papers, seals, equipment, and furniture belonging to his or her office. Whether the bonds are required by statute or general requirements, Collin County requires bonds for various elected and/or appointed officials, and the length of terms of the bonds vary per position. Responding proposals must include the premiums for the bonds which have other terms than the current existing bonds. As indicated in the schedule of bonds, Attachment A, most of the bonds have a two to four year term; however, exceptions are noted on the schedule. Proposals must include the premiums for the bonds which have other terms than the 2023 expirations.

Upon expiration of the existing bonds, the replacement will be placed with the provider selected for this RFP based upon the proposal provided. In this RFP, the terms Proposer, Provider, Insurer and any participating Insurance Agent or Broker are used interchangeably unless the context indicates otherwise. All specifications, described herein, shall be considered minimum requirements which shall be met by the Proposers. To be considered, the Proposer must provide a proposal for the coverage as specified in this RFP. If you have other coverage or options to propose they may be submitted on a separate sheet within your proposal packet.

5.2.1 Information for Potential Bidders:

5.2.1.1 A Surety Bond helps to protect the public from damages if a public official is not faithful to the duties of their office. This is especially important when the public official is responsible for handling public funds. The surety bond ensures the recovery of financial loss due to non-compliance by the public official if it were to occur.

Some of the common professions that are required to obtain a surety bond by the county government include – this list is not all inclusive:

Court Clerk(s)	Constable(s)	Fire Marshall
Deputies	Judges	Purchasing Agent
Law Enforcement Officers	Sheriff	
County Treasurer	District Attorney	

5.2.1.2 A Public Official Bond is a type of surety bond that guarantees that an elected government official in certain position will comply with the governmental rules and regulations. These type of bonds are mostly needed by public officials that handles public funds. Public official bonds pay a claim if the official creates a financial loss to the government. Generally, the public official must faithfully perform the duties of the office, handle public funds appropriately, and turn over all property and records when they leave the office. In the event that a public official commits any of these violations, injured parties can claim for damages against a public official bond up to the value of the bond. (Bonds, 2021)

5.2.1.1.3 **Reserve Bond:** If a sheriff appoints more than one reserve deputy sheriff, the County may execute a blanket surety bond or reserve bond to cover the reserve deputy sheriffs. (Section 85.004 of the Texas Local Government Code)

5.3 **Term:** terms vary based on elected and/or appointed official's term of office and/or statute. See 2023 Bond Spreadsheet for reference. Bonds will be issued for the duration of the term of the elected and/or appointed official. The term for the contract is for five (5) years, and any bond that comes up in that timeframe that are multi-year will be awarded to bidder until expiration.

5.3.1 If an elected or appointed official leaves office and/or voluntarily terminates employment with no issues that would affect the bond, then the bond will be canceled with no penalties.

5.3.1.1 Elected official may leave office due to not being re-elected. Proposal for premium rate provided shall apply to replacement elected and/or appointed official.

5.3.2 If an elected or appointed official leaves office with a violation of the bond, a claim can be made for the expenses, fines, and/or fees associated with the non-compliance cited.

5.3.2.1 If a special election is held or another appointed official is put into office, after a claim is made, then a separate proposal will be provided for the new person based on their application for the remainder of their term of the bond (if an appointed official) and/or their term of office (if an elected official).

5.3.3 **Transitional Period:** Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

5.4 **Funding:** Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

5.5 **Price Reduction:** If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.

5.6 **Price Redetermination:** A pricing redetermination may be considered by Collin County under certain circumstances that may affect the base price of bonding any official such as the individual's personal credit rating or other factors that may affect the pricing of a bond. Proposers should make every effort to disclose potential increases in Attachment A of submission. Any request shall be in written form at time of application for the individual bond with supporting documentation as to the reason why. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

5.7 **Response Time:** Vendor shall enact services with the County's designated departments within fifteen (15) calendar days of award.

5.8 **Delivery Location:** Location for delivery will be stated on the Collin County Purchase Order(s).

5.9 **Approximate Usage:** Collin County currently has up to **86** positions that may require bonding due to their staff and/or elected position(s); however, some may not be currently filled positions. Unfilled positions will not be bonded. Estimate amount of contract for five years is \$74,000.

5.10 **Statement of Work:** The County wishes to purchase Bonds from the best qualified Provider selected through a competitive process that will work well with the County in providing bonds in a manner that is cost-effective and practical. The Provider must be prepared to begin immediately upon receipt of Notice to Proceed.

Respondent shall provide a written narrative that demonstrates the firm's ability, reliability, expertise and understanding of service requirements listed within this RFP and their proposed service plan. Respondent shall include a proposed schedule for the project, indicating the number of days required for each phase of the project based on the Bond Schedule.

5.10.1 Collin County elected and appointed personnel cannot be compelled to provide personal information for bonds such as personal credit checks, personal financial documents, and/or bank statements.

5.10.1.1 Information will be taken from the applications submitted to run a credit check. A credit check should be from a nationally recognized company.

5.10.2 Any and all documentation may be requested for review by the County Administration and/or Human Resources for accuracy if a denial for bonding occurs.

5.10.3 It is the proposer's responsibility to be thoroughly familiar with all requirements and specifications for the bonding; moreover, the bidder must abide by the statues and/or codes attached. The bidder must understand the requirements, specifications, statutes and/or codes before the bidder returns a response.

5.10.4 **Duty of Agents / Underwriters:** Agents participating in this process must guarantee that these specifications will be used in their presentations to underwriters without modification. Respondents must be authorized to do business in the State of Texas as a surety.

5.10.4.1 The County will not accept 'market blocking' by agents or brokers in the proposal process. Firms that engage in 'market blocking' prior to the release of the RFP are deemed to be acting detrimentally to the interests of the County and may be prohibited from providing insurance or related services to the County in the future.

5.10.5 The successful proposal shall furnish the applications, documentation, staff, etc. to issue and fulfill necessary bonding requirements mentioned herein. Responding proposal should be all encompassing including any-and-all necessary fees to process the bonding paperwork including postage and/or delivery fees.

5.10.5.1 Premiums: Collin County will pay one premium for the full length of the term for each elected official. The premium will be paid for the term of each bond at its effective date. Premium financing or installments are not required. Premium must be agency billed.

5.10.6 Coordination with Collin County: Successful bidder shall coordinate with Collin County's Administrative and Human Resources personnel to ensure timely execution of paperwork for bonding. Bonds have to be executed prior to newly elected officials assuming office and/or renewed in a timely manner to avoid lapsing. Given the attached schedule has continuous renewals year-round, bidder shall contact the necessary departments for renewals *at least* a month prior to possible expiration to provide any-and-all necessary paperwork to issue bonds.

5.10.6.1 Upon receipt of valid documentation and application(s), the bidder agrees to notify Collin County contacts of anticipated time for execution of the bonding applications, documentation processing, and bond delivery to Collin County. Collin County will immediately be notified if there are any issues regarding bonding of any and/or all individuals, possible rate changes due to underwriters, etc.

5.10.6.2 Acceptance of bond documentation shall be conducted by Collin County Administrative personnel or designated representative(s). All invoices submitted for payment shall be certified for payment by Collin County Admin personnel and/or their designated representative(s). Under no circumstances will any invoice be processed for payment without being certified by the above.

5.10.7 Purchase Order: Itemized invoices will be provided by the awarded vendor to execute Purchase Orders for payment. Upon receipt of Purchase Orders, awarded vendor(s) will promptly submit bonds to the Administration and/or Human Resources Departments.

5.10.8 Proposals must include all bonds requested. Incomplete or partial proposals cannot be considered. Each bond and its full term premium is to be itemized on the Bond Spreadsheet included with this RFP.

5.10.9 Proposals must respond exactly to the minimum requirements for consideration. Proposer may provide separate quotations for additional or optional coverages or limits and endorsements which contractor believes would be beneficial to the County, however contractor must first present a proposal that provides the minimum requirements.

5.11 Qualifications:

5.11.1 Experience: Bidder shall have a minimum of three (3) years' experience issuing Surety Bonds in the State of Texas.

5.11.2 References: Bidder is required to provide at least three (3) references. Please include company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Bidder to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

5.11.3 Certification: Bidder must be certified and/or listed on the Texas Department of Insurance website: <https://www.tdi.texas.gov/> as able to sell bonds in Texas and/or be registered with the Texas Secretary of State.

5.11.3.1 If the insurance company is a direct writer, an authorized representative from that company must be noted in the proposal.

5.11.4 Please provide copies of any attachments that further demonstrate an offerer's ability to perform, including AM Best and Standard and Poor's ratings as required.

5.12 References:

5.12.1 Bonds, A. S. (2021, January 16). *What Is a Public Official Bond*. Retrieved from <https://www.allstatesuretybonds.com/what-is-a-public-official-bond/>

5.12.2 Jeffrey Price, D. M. (2006, October). *The Public Officials Bond*. Retrieved from www.fidelitylaw.org

6.0 PROPOSAL FORMAT

In accordance with the directions below, proposer shall provide a response for each item in Sections 6.2-6.9 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. **Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information.** If an item is “not applicable” or “exception taken”, proposer shall state that and refer to Section 7.0 Exceptions, with explanation.

Proposer shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If proposer does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 **Proposal Documents:** To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 No oral, telegraphic, telephonic or facsimile bids will be accepted. Bids submitted via email, CD-ROM, or Flash Drive will not be accepted. RFPs may be submitted in electronic format via Collin County eBid at <https://collincountytx.ionwave.net>

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
RFP 2023-168 Bonds for Elected Officials
Attn: Michelle Michaelis, Senior Buyer
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the proposer to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

6.2 **Firm Overview**

Proposer is requested to define the overall structure of the Firm to include the following

6.2.1 A descriptive background of your company's history.

6.2.2 State your principal business location and any other service locations.

6.2.3 What is your primary line of business?

6.2.4 How long have you been providing bond service(s)?

6.2.5 State alternative government and/or county offices where your services are in use and/or if bonding other county governments.

6.3 **Proposed Project Team/Staff
Qualifications/Experience/Credentials**

6.3.1 Proposer is requested to provide qualifications as well as experience information on Proposer's key personnel.

6.4 **Proposed Service**

6.4.1 Proposer is requested to respond to items in 5.10

6.4.2 Respondent shall include a proposed schedule for the project, indicating the number of days required for each phase of the project based on the Bond Schedule.

6.5 References

6.5.1 Proposer is requested to provide at least three (3) references. Please include a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

6.6 Cost Proposal

6.6.1 Enter pricing for line items for Attachment A, Bond Spreadsheet, as well as any-and-all associated fees such as postage, etc. Cost Proposals should be all inclusive. Please include any additional fees that would be incurred depending on bonded individual's credit rating or other factors that will affect the base price and needs to be taken into consideration for this contract.

6.7 Supporting Materials

6.7.1 Various questions included in this RFP will be used in making a selection and should be addressed by section and number. Proposer is requested to submit with their proposal, descriptive literature sufficient in detail to enable an intelligent comparison of the specifications of the Bond Request proposed with that of the requirements stated herein.

7.0 Exceptions

7.1 Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the proposer has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

Attachment A - RFP 2023-168 Bonds for Elected Officials

Line	Line Description	Qty	Uom	FY 2024		FY 2025		FY 2026		FY 2027		FY 2028		TOTAL
				Unit Cost	Ext. Cost	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost	Unit Cost	Ext. Cost	
1	Office: Reserve Deputy Constable - Pct 1 Primary Oblige: Constable, Precinct 1 Current Bond Expires: 4/30/2024 Bond Amount: \$10,000 Annual bond for non-elected position(s)	5	each				0		0		0		0	0
2	Office: Reserve Deputy Constable - Pct 2 Primary Oblige: Constable, Precinct 2 Current Bond Expires: 4/30/2024 Bond Amount: \$6,000 Annual bond for non-elected position(s)	3	each				0		0		0		0	0
3	Office: Reserve Deputy Constable - Pct 3 Primary Oblige: Constable, Precinct 3 Current Bond Expires: 4/30/2024 Bond Amount: \$12,000 Annual bond for non-elected position(s)	6	each				0		0		0		0	0
4	Office: Reserve Deputy Constable - Pct 4 Primary Oblige: Constable, Precinct 4 Current Bond Expires: 4/30/2024 Bond Amount: \$10,000 Annual bond for non-elected position(s)	5	each				0		0		0		0	0
5	Office: Reserve Deputy Sheriff Primary Oblige: Collin County Sheriff Current Bond Expires: 9/30/2023 Bond Amount: \$50,000 Annual bond for non-elected position(s)	35	each		0		0		0		0		0	0
6	Office: County Auditor Primary Oblige: District Judges of Collin Co. Current Bond Expires: 10/01/2023 Bond Amount: \$25,000 Biannual bond for non-elected position	1	each				0				0			0
7	Office: County Commissioner Pct 2 Primary Oblige: Collin County Clerk Current Bond Expires: 1/1/2024 Bond Amount: \$3,000 Elected in office until 12/31/2026	1	each								0			0
8	Office: County Commissioner Pct 4 Primary Oblige: Collin County Judge Current Bond Expires: 1/1/2024 Bond Amount: \$3,000 Elected in office until 12/31/2026	1	each								0			0
9	Office: County Judge, Commissioner Court Primary Oblige: Collin County Clerk Current Bond Expires: 1/1/2024 Bond Amount: \$10,000 Elected in office until 12/31/2026	1	each								0			0
10	Office: County Court at Law, Probate Crt 1 Primary Oblige: Collin County Clerk Current Bond Expires: 1/1/2024 Bond Amount: \$500,000 Elected in office until 12/31/2026	1	each								0			0
11	Office: County Court at Law Judge, Court 2 Primary Oblige: Collin County Clerk Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026	1	each								0			0
12	Office: County Court at Law Judge, Court 1 Primary Oblige: Collin County Clerk Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026	1	each								0			0
13	Office: County Court at Law Judge, Court 5 Primary Oblige: Collin County Clerk Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026	1	each								0			0
14	Office: County Court at Law Judge, Court 4 Primary Oblige: Collin County Clerk Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026	1	each								0			0
15	Office: County Court at Law Judge, Court 7 Primary Oblige: Collin County Clerk Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026	1	each								0			0
16	Office: County Court at Law Judge, Court 6 Primary Oblige: Collin County Clerk Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026	1	each								0			0
17	Office: County Court at Law Judge, Court 3 Primary Oblige: Collin County Clerk Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026	1	each								0			0
18	Office: Justice of the Peace, Pct. 2 Primary Oblige: Collin County Judge Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026	1	each								0			0
19	Office: Justice of the Peace, Pct. 3 Primary Oblige: Collin County Judge Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026	1	each								0			0

20	Office: Justice of the Peace, Pct. 1 Primary Oblige: Collin County Judge Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026	1	each							0			0
21	Office: Justice of the Peace, Pct. 4 Primary Oblige: Collin County Judge Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026	1	each							0			0
22	Office: District Clerk Primary Oblige: Governor of the State of TX Current Bond Expires: 1/1/2024 Bond Amount: \$100,000 Elected in office until 12/31/2026	1	each							0			0
23	Office: County Clerk Primary Oblige: Collin County Judge Current Bond Expires: 1/1/2024 Bond Amount: \$500,000 Elected in office until 12/31/2026	1	each							0			0
24	Office: County Treasurer Primary Oblige: Collin County Judge Current Bond Expires: 1/1/2024 Bond Amount: \$500,000 Elected in office until 12/31/2026	1	each							0			0
25	Office: Criminal District Attorney Primary Oblige: Governor of the State of Texas Current Bond Expires: 1/1/2024 Bond Amount: \$5,000 Elected in office until 12/31/2026 *original must be filed with Governor's office	1	each							0			0
26	Office: Elections Administrator Primary Oblige: Collin County Judge Current Bond Expires: 10/28/2024 Bond Amount: \$1,000 Non-elected; 4 year bond	1	each									0	0
27	Office: Purchasing Agent Primary Oblige: Collin County Clerk Current Bond Expires: 9/30/2024 Bond Amount: \$5,000 Non-elected; 2 year bond	1	each					0				0	0
28	Office: Fire Marshal Primary Oblige: Collin County Judge Current Bond Expires: 11/01/2024 Bond Amount: \$5,000 Non-elected; 2 year bond	1	each					0				0	0
29	Office: County Commissioner, Pct. 3 Primary Oblige: Collin County Clerk Current Bond Expires: 12/31/2024 Bond Amount: \$3,000 Elected in office until 12/31/2028	1	each									0	0
30	Office: County Commissioner, Pct. 1 Primary Oblige: Collin County Clerk Current Bond Expires: 12/31/2024 Bond Amount: \$3,000 Elected in office until 12/31/2028	1	each									0	0
31	Office: Sheriff Primary Oblige: Governor & Governor's Successor Current Bond Expires: 12/31/2024 Bond Amount: \$5,000 Elected in office until 12/31/2028	1	each									0	0
32	Office: Constable, Pct. 1 Primary Oblige: Governor & Governor's Successor Current Bond Expires: 12/31/2024 Bond Amount: \$1,500 Elected in office until 12/31/2028	1	each									0	0
33	Office: Constable, Pct. 2 Primary Oblige: Governor & Governor's Successor Current Bond Expires: 12/31/2024 Bond Amount: \$1,500 Elected in office until 12/31/2028	1	each									0	0
34	Office: Constable, Pct. 3 Primary Oblige: Governor & Governor's Successor Current Bond Expires: 12/31/2024 Bond Amount: \$1,500 Elected in office until 12/31/2028	1	each									0	0
35	Office: Constable, Pct. 4 Primary Oblige: Governor & Governor's Successor Current Bond Expires: 12/31/2024 Bond Amount: \$1,500 Elected in office until 12/31/2028	1	each									0	0
36	Office: Tax Accessor/Collector Primary Oblige: Collin Co. Commissioner's Court Current Bond Expires: 12/31/2024 Bond Amount: \$100,000 Elected in office until 12/31/2028	1	each									0	0
37	Office: Tax Accessor/Collector Primary Oblige: Governor & Governor's Successor Current Bond Expires: 12/31/2024 Bond Amount: \$100,000 Elected in office until 12/31/2028 *Original bond has to be mailed to TX Comptroller's Office.	1	each									0	0

Grand Total

0

Attachment B - County Clerk Information

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 82. COUNTY CLERK

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 82.001. SURETY BOND AND OATH OF COUNTY CLERK; SELF-INSURANCE. (a) The county clerk must, before beginning to perform the duties of office, execute a bond either with four or more good and sufficient sureties or with a surety company authorized to do business in the state as a surety.

(b) In lieu of the clerk obtaining the bond, the county may self-insure against losses that would have been covered by the bond.

(c) The bond must be:

- (1) approved by the commissioners court;
- (2) made payable to the county;
- (3) conditioned that the clerk will faithfully perform the duties of office; and
- (4) in an amount equal to at least 20 percent of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is to be given, but not less than \$5,000 or more than \$500,000.

(d) The clerk must take and subscribe the official oath, which must be endorsed on the bond if the bond is required. The bond and oath shall be recorded in the county clerk's office and deposited in the office of the clerk of the district court.

(e) An injured party in a suit to which the county is a party may use and enter in the record in the suit a certified copy of the bond.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 9(a), eff. Aug. 28, 1989.

Sec. 82.002. SURETY BOND ON DEPUTY CLERKS AND EMPLOYEES; SELF-INSURANCE. (a) Except as provided by Subsection (b), the county clerk shall execute one or more surety bonds in accordance with this section to cover each deputy clerk or other employee. The county clerk shall execute:

(1) an individual bond for each deputy clerk and other employee in an amount for each bond that is equal to the county clerk's bond; or

(2) a schedule surety bond or a blanket surety bond to cover all deputy clerks and all other employees in a total amount that is equal to the county clerk's bond.

(b) In lieu of a clerk obtaining a bond as required by Subsection (a), the county may self-insure against losses that would have been covered by the bond.

(c) A bond covering a deputy clerk or other employee must be conditioned in the same manner as the county clerk's bond. A bond covering a deputy clerk or other employee must be made payable to the county for the use and benefit of the county clerk.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1989, 71st Leg., ch. 1, Sec. 9(a), eff. Aug. 28, 1989.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 179 (H.B. [1494](#)), Sec. 3, eff. September 1, 2019.

Sec. 82.003. ERRORS AND OMISSIONS INSURANCE; CONTINGENCY FUND. (a) The county clerk shall obtain an insurance policy or similar coverage from a governmental pool operating under Chapter [119](#) covering the clerk and each deputy clerk against liability incurred through errors and omissions in the performance of their official duties.

(b) The policy or other coverage document must be in an amount equal to the maximum amount of fees collected in any year during the term of office preceding the term for which the policy is to be obtained. However, the policy or other coverage document must be in an amount of at least \$10,000 but is not required to exceed \$500,000. If the policy or other coverage document provides coverage for other county officials, the policy or other coverage document must be in an amount of at least \$1 million.

(c) The commissioners court may establish a contingency fund to provide the coverage required by this section if it is determined by the county clerk that insurance coverage is unavailable at a reasonable cost.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 9(a), eff. Aug. 28, 1989; Acts 1993, 73rd Leg., ch. 561, Sec. 3, eff. Aug. 30, 1993.

Amended by:

Acts 2021, 87th Leg., R.S., Ch. 472 (S.B. [41](#)), Sec. 3.01, eff. January 1, 2022.

Sec. 82.004. PREMIUMS. The commissioners court of a county shall pay out of the general fund of the county the premiums for a bond or insurance policy required by this chapter.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 82.005. APPOINTMENT, OATH, AND POWERS OF DEPUTY CLERK. (a) An appointment by the county clerk of a deputy clerk must be in writing, be signed by the county clerk, and bear the seal of the county court. The county clerk shall record the appointment in the county clerk's office and shall deposit it in the office of the district clerk.

(b) A deputy clerk must take the official oath.

(c) A deputy clerk acts in the name of the county clerk and may perform all official acts that the county clerk may perform.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Attachment C - County Commissioner Information

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 81. COMMISSIONERS COURT

SUBCHAPTER A. ORGANIZATION AND PROCEDURE

Sec. 81.001. COMPOSITION, PRESIDING OFFICER. (a) The members of the commissioners court are the county judge and the county commissioners.

(b) If present, the county judge is the presiding officer of the commissioners court. This subsection does not apply to a meeting held under Section [551.127](#), Government Code, if the county judge is not located at the physical space made available to the public for the meeting.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 5 (S.B. [988](#)), Sec. 1, eff. May 10, 2017.

Sec. 81.002. OATH, BOND. (a) Before undertaking the duties of the county judge or a county commissioner, a person must take the official oath and swear in writing that the person will not be interested, directly or indirectly, in a contract with or claim against the county except:

(1) a contract or claim expressly authorized by law;
or

(2) a warrant issued to the judge or commissioner as a fee of office.

(b) A commissioner must execute a bond, payable to the county treasurer, in the amount of \$3,000. The bond must be approved by the county judge and must be conditioned on the

faithful performance of the commissioner's official duties. The bond must also be conditioned that the commissioner:

(1) will reimburse the county for all county funds illegally paid to the commissioner; and

(2) will not vote or consent to make a payment of county funds except for a lawful purpose.

(c) Subject to the provisions of Chapter [171](#), the county judge or a county commissioner may serve as a member of the governing body of or as an officer or director of an entity that does business with the county, excluding a publicly traded corporation or a subsidiary, affiliate, or subdivision of a publicly traded corporation.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 475, Sec. 1, eff. Aug. 28, 1989; Acts 1999, 76th Leg., ch. 62, Sec. 13.02, eff. Sept. 1, 1999.

Sec. 81.0025. CONTINUING EDUCATION. (a) A county commissioner must successfully complete at least 16 hours of continuing education in the performance of the duties of county commissioners at least once in each 12-month period.

(b) Continuing education instruction required by this section must be certified by an accredited public institution of higher education. The instruction may be completed online with the approval of the commissioners court, except a county commissioner must complete the instruction in person in the first 12-month period of the commissioner's first term.

(c) To satisfy the requirement of this section, a commissioner is entitled to carry forward from one 12-month period to the next not more than eight continuing education hours that the commissioner completes in excess of the required 16 hours.

(d) For the purposes of removal under Subchapter [B](#), Chapter [87](#), "incompetency" in the case of a county commissioner

includes the failure to complete hours of continuing education in accordance with this section.

(e) This section does not apply to a county commissioner who:

(1) serves in a county with a population of 1.3 million or more;

(2) meets at least one of the following requirements:

(A) has served continuously for 12 years or more; or

(B) is an attorney licensed to practice law in this state for 12 years or more and has completed at least 64 hours of continuing education approved by the County Judges and Commissioners Association of Texas; and

(3) attends at least 15 hours of staff briefing on continuing education subjects in each 12-month period as approved by the County Judges and Commissioners Association of Texas.

(f) In addition to the exceptions under Subsection (e), this section does not apply to a county commissioner who serves in a county with a population of 225,000 or more and who:

(1) has served continuously for 12 years or more; and

(2) in the 12-month period, completes at least three semester credit hours of graduate-level course work in a field of study directly related to county government with a grade of B or higher in each course completed during the period.

Added by Acts 1989, 71st Leg., ch. 413, Sec. 1, eff. Jan. 1, 1990. Amended by Acts 1991, 72nd Leg., ch. 111, Sec. 1, eff. Jan. 1, 1992; Acts 1995, 74th Leg., ch. 294, Sec. 1, eff. Aug. 28, 1995; Acts 1997, 75th Leg., ch. 1235, Sec. 1, eff. Jan. 1, 1998; Acts 2003, 78th Leg., ch. 454, Sec. 1, eff. Jan. 1, 2004. Amended by:

Acts 2015, 84th Leg., R.S., Ch. 750 (H.B. [1879](#)), Sec. 1, eff. June 17, 2015.

Acts 2021, 87th Leg., R.S., Ch. 144 (S.B. [230](#)), Sec. 1,
eff. May 26, 2021.

Attachment D - Judicial Branch Information

GOVERNMENT CODE

TITLE 2. JUDICIAL BRANCH

SUBTITLE A. COURTS

CHAPTER 25. STATUTORY COUNTY COURTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 25.0001. APPLICATION OF SUBCHAPTER. (a) This subchapter applies to each statutory county court in this state. If a provision of this subchapter conflicts with a specific provision for a particular court or county, the specific provision controls.

(b) A statement in Subchapter C that a general provision of this subchapter does not apply to a specific statutory court or the statutory courts of a specific county does not affect the application of other laws on the same subject that may affect the court or courts.

Added by Acts 1987, 70th Leg., ch. 148, Sec. 4.01, eff. Sept. 1, 1987.

Sec. 25.0002. DEFINITIONS. In this chapter:

(1) "Criminal law cases and proceedings" includes cases and proceedings for allegations of conduct punishable in part by confinement in the county jail not to exceed one year.

(2) "Family law cases and proceedings" includes cases and proceedings under Titles 1, 2, 4, and 5, Family Code.

(3) "Juvenile law cases and proceedings" includes all cases and proceedings brought under Title 3, Family Code.

(4) "Mental health cases and proceedings" includes all cases and proceedings brought under Chapter 462, Health and Safety Code, or Subtitle C or D, Title 7, Health and Safety Code.

Added by Acts 1987, 70th Leg., ch. 148, Sec. 4.01, eff. Sept. 1, 1987.

Amended by:

Acts 2011, 82nd Leg., 1st C.S., Ch. 3 (H.B. 79), Sec. 4.01, eff. January 1, 2012.

Sec. 25.0003. JURISDICTION. (a) A statutory county court has jurisdiction over all causes and proceedings, civil and criminal, original and appellate, prescribed by law for county courts.

(b) A statutory county court does not have jurisdiction over causes and proceedings concerning roads, bridges, and public highways and the general

administration of county business that is within the jurisdiction of the commissioners court of each county.

(c) In addition to other jurisdiction provided by law, a statutory county court exercising civil jurisdiction concurrent with the constitutional jurisdiction of the county court has concurrent jurisdiction with the district court in:

(1) civil cases in which the matter in controversy exceeds \$500 but does not exceed \$250,000, excluding interest, statutory or punitive damages and penalties, and attorney's fees and costs, as alleged on the face of the petition; and

(2) appeals of final rulings and decisions of the division of workers' compensation of the Texas Department of Insurance regarding workers' compensation claims, regardless of the amount in controversy.

(d) Except as provided by Subsection (e), a statutory county court has, concurrent with the county court, the probate jurisdiction provided by general law for county courts.

(e) In a county that has a statutory probate court, a statutory probate court is the only county court created by statute with probate jurisdiction.

(f) A statutory county court does not have the jurisdiction of a statutory probate court granted statutory probate courts by the Estates Code.

Added by Acts 1987, 70th Leg., ch. 148, Sec. 4.01, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 746, Sec. 2, 3, eff. Oct. 1, 1991; Acts 1999, 76th Leg., ch. 431, Sec. 2, eff. Sept. 1, 1999.

Amended by:

Acts 2005, 79th Leg., Ch. 265 (H.B. 7), Sec. 6.002, eff. September 1, 2005.

Acts 2011, 82nd Leg., 1st C.S., Ch. 3 (H.B. 79), Sec. 4.02, eff. January 1, 2012.

Acts 2017, 85th Leg., R.S., Ch. 324 (S.B. 1488), Sec. 22.022, eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 696 (S.B. 2342), Sec. 2, eff. September 1, 2020.

Sec. 25.0004. POWERS AND DUTIES. (a) A statutory county court or its judge may issue writs of injunction, mandamus, sequestration, attachment, garnishment, certiorari, supersedeas, and all writs necessary for the enforcement of the jurisdiction of the court. It may issue writs of habeas corpus in cases where the offense charged is within the jurisdiction of the court or any court of inferior jurisdiction in the county.

(b) A statutory county court or its judge may punish for contempt as prescribed by general law.

(c) The judge of a statutory county court has all other powers, duties, immunities, and privileges provided by law for county court judges.

(d) Except as provided by Subsection (e), the judge of a statutory county court has no authority over the county's administrative business that is performed by the county judge.

(e) The judge of a statutory county court may be delegated authority to hear an application under Section 25.052, 26.07, or 61.312, Alcoholic Beverage Code.

(f) The judge of a statutory county court does not have general supervisory control or appellate review of the commissioners court.

(g) A judge of a statutory county court has the judicial immunity of a district judge.

Added by Acts 1987, 70th Leg., ch. 148, Sec. 4.01, eff. Sept. 1, 1987. Amended by Acts 2001, 77th Leg., ch. 417, Sec. 2, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., 1st C.S., Ch. 3 (H.B. 79), Sec. 4.03, eff. January 1, 2012.

Sec. 25.0005. JUDGE'S SALARY. (a) A statutory county court judge, other than a statutory county court judge who engages in the private practice of law, shall be paid a total annual salary set by the commissioners court at an amount that is not less than \$1,000 less than the sum of the annual salary as set by the General Appropriations Act in accordance with Section 659.012 paid to a district judge with comparable years of service as the statutory county court judge and any state or county contributions and supplements paid to a district judge in the county, other than contributions received as compensation under Section 74.051. A statutory county court judge's total annual salary includes any state or county contributions and supplements paid to the judge. For purposes of this subsection, the years of service of a statutory county court judge include any years of service as an appellate court, district court, multicounty statutory county court, or statutory probate court justice or judge.

(a-1) The minimum salary prescribed by Subsection (a) that is to be based on the annual salary of a district judge under Section 659.012(b) becomes effective on the first day of the county's fiscal year following the date the statutory county court judge accrues the years of service required for an increase in salary under Subsection (a).

(a-2) Notwithstanding Subsection (a), the maximum annual salary of a statutory county court judge is \$1,000 less than the sum of the maximum combined annual salary from all state and county sources paid to a district judge entitled to a salary under Section 659.012(b)(2) and any longevity pay received by a district judge in accordance with Section 659.0445(d).

(b) Subject to any salary requirements otherwise imposed by this chapter for a particular court or county, the commissioners court sets the salary of each statutory county court judge who engages in the private practice of law.

(c) The salary shall be paid in:

- (1) equal monthly installments; or
- (2) equal biweekly installments if authorized by the commissioners

court.

(d) Notwithstanding Section 25.0001(a), this section prevails over any other law that limits a particular statutory county court judge to an annual salary of less than the amount provided by Subsection (a), but does not affect a salary minimum set by other law that equals or exceeds the amount provided by Subsection (a).

(e) Repealed by Acts 2007, 80th Leg., R.S., Ch. 1301, Sec. 13(1), eff. October 1, 2007.

(f) Repealed by Acts 2007, 80th Leg., R.S., Ch. 1301, Sec. 13(1), eff. October 1, 2007.

(g) Repealed by Acts 2007, 80th Leg., R.S., Ch. 1301, Sec. 13(1), eff. October 1, 2007.

Added by Acts 1987, 70th Leg., ch. 148, Sec. 4.01, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 746, Sec. 4, eff. Oct. 1, 1991; Acts 1993, 73rd Leg., ch. 144, Sec. 1, eff. Aug. 30, 1993; Acts 1997, 75th Leg., ch. 80, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1119, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1572, Sec. 1, eff. Oct. 1, 1999; Acts 2003, 78th Leg., ch. 616, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1301 (S.B. 600), Sec. 1, eff. October 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 1301 (S.B. 600), Sec. 13(1), eff. October 1, 2007.

Acts 2013, 83rd Leg., R.S., Ch. 194 (S.B. 560), Sec. 1, eff. September 1, 2013.

Acts 2019, 86th Leg., R.S., Ch. 1121 (H.B. 2384), Sec. 3, eff. September 1, 2019.

Sec. 25.0006. BOND; REMOVAL. (a) Notwithstanding any other law except Subsection (a-4), Subsections (a-1), (a-2), (a-3), and (a-5) control over a specific provision for a particular court or county that attempts to create a requirement for a bond or insurance that conflicts with those subsections.

(a-1) Before beginning the duties of the office, the judge of a statutory county court must execute a bond that:

- (1) is payable to the treasurer of the county;
- (2) is in the amount set by the commissioners court of:
 - (A) subject to Paragraph (B), not less than \$1,000 nor more than

\$10,000; or

(B) for a judge presiding in the court over guardianship proceedings, as defined by Section 1002.015, Estates Code, or over probate proceedings, as defined by Section 22.029, Estates Code, not less than:

(i) \$100,000 for a court in a county with a population of 125,000 or less; or

(ii) \$250,000 for a court in a county with a population of more than 125,000; and

(3) is conditioned that the judge will:

(A) faithfully perform all duties of office; and

(B) for a judge presiding in the court over guardianship or probate proceedings, perform the duties required by the Estates Code.

(a-2) The bond executed as required by Subsection (a-1) must be approved by the commissioners court.

(a-3) In lieu of the bond required by Subsection (a-1)(2)(B), a county may elect to obtain insurance against losses caused by the gross negligence of a judge of a statutory county court in performing the duties of office. The commissioners court of a county shall pay the premium for the insurance out of the general funds of the county.

(a-4) This section does not apply to:

(1) a judge of a statutory county court who does not preside over guardianship proceedings, as defined by Section 1002.015, Estates Code;

(2) a judge of a statutory probate court who executes a bond, obtains insurance, or self-insures pursuant to Section 25.00231; or

(3) a judge who presides over a county criminal court.

(a-5) A bond executed under Subsection (a-1) by the judge elected or appointed to a statutory county court or an insurance policy obtained under Subsection (a-3) shall provide the same coverage to a visiting judge assigned to the court or associate judge appointed to serve the court as the bond or insurance policy provides to the judge elected or appointed to the court.

(b) The judge of a statutory county court may be removed from office in the same manner and for the same reasons as a county judge.

Added by Acts 1987, 70th Leg., ch. 148, Sec. 4.01, eff. Sept. 1, 1987.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 515 (S.B. 40), Sec. 1, eff. September 1, 2017.

Acts 2021, 87th Leg., R.S., Ch. 521 (S.B. 626), Sec. 66, eff. September 1, 2021.

Acts 2021, 87th Leg., R.S., Ch. 576 (S.B. 615), Sec. 26, eff. September 1, 2021.

Attachment E - Commissioners Court and Officer Information

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 83. COUNTY TREASURER

Sec. 83.001. ELECTION. The county treasurer is elected at each general election in which the office of governor is to be filled for a full term.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 83.002. BOND. (a) The county treasurer, before beginning to perform the duties of office, must execute a bond with a surety company authorized to do business in this state as a surety. The bond must be:

- (1) approved by the commissioners court;
- (2) made payable to the county judge in an amount established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given except that the amount may not be less than \$5,000 or more than \$500,000; and
- (3) conditioned that the treasurer will faithfully execute the duties of office.

(b) The treasurer must take and subscribe the official oath, which must be endorsed on the bond. The bond and the oath shall be recorded in the county clerk's office. The commissioners court may, at any time, require the treasurer to obtain a new or additional bond if the court considers the existing bond insufficient or doubtful. The bond may not exceed the maximum amount provided by Subsection (a). The bond must be acquired within 20 days after the date notice of the requirement has been given by the commissioners court. The failure of a

treasurer to obtain a bond required by this subsection subjects the treasurer to removal under Section [83.004](#).

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1999, 76th Leg., ch. 605, Sec. 1, eff. Aug. 30, 1999; Acts 1999, 76th Leg., ch. 1097, Sec. 2, eff. Aug. 30, 1999.

Amended by:

Acts 2005, 79th Leg., Ch. 335 (S.B. [1108](#)), Sec. 1, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. 1094 (H.B. [2120](#)), Sec. 14, eff. September 1, 2005.

Attachment F - District Attorney Information

GOVERNMENT CODE

TITLE 2. JUDICIAL BRANCH

SUBTITLE C. PROSECUTING ATTORNEYS

CHAPTER 44. CRIMINAL DISTRICT ATTORNEYS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 44.001. ELECTION. The voters of each of the following counties elect a criminal district attorney: Anderson, Austin, Bastrop, Bexar, Bowie, Brazoria, Caldwell, Calhoun, Cass, Collin, Comal, Dallas, Deaf Smith, Denton, Eastland, Fannin, Galveston, Grayson, Gregg, Harrison, Hays, Hidalgo, Jackson, Jasper, Jefferson, Kaufman, Kendall, Lubbock, McLennan, Madison, Medina, Navarro, Newton, Panola, Polk, Randall, Rockwall, San Jacinto, Smith, Tarrant, Taylor, Tyler, Upshur, Van Zandt, Victoria, Walker, Waller, Wichita, Wood, and Yoakum.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985. Amended by Acts 1987, 70th Leg., ch. 60, Sec. 3, eff. Sept. 1, 1987; Acts 1987, 70th Leg., ch. 148, Sec. 2.57(a), eff. Sept. 1, 1987; Acts 1989, 71st Leg., ch. 122, eff. Jan. 1, 1990; Acts 1989, 71st Leg., ch. 216, Sec. 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1099, Sec. 3, eff. Jan. 1, 1991; Acts 1991, 72nd Leg., 1st C.S., ch. 8, Sec. 7, eff. Jan. 1, 1993; Acts 1993, 73rd Leg., ch. 565, Sec. 2, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 226, Sec. 2, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 412, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 739, Sec. 2, eff. Sept. 1, 1997; Acts 2003, 78th Leg., ch. 716, Sec. 1, eff. Jan. 1, 2004.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 277 (H.B. 421), Sec. 1, eff. January 1, 2008.

Acts 2015, 84th Leg., R.S., Ch. 1182 (S.B. 1139), Sec. 2.02(c), eff. January 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 606 (S.B. 891), Sec. 6.03(b), eff. January 1, 2021.

Sec. 44.002. QUALIFICATIONS; BOND; COUNTY RISK MANAGEMENT POOL. (a) Except as provided by Subsection (b) or (c), a criminal district attorney must meet the qualifications and give the bond required of a district attorney by the constitution and general law.

(b) Instead of the bond required under Subsection (a), a criminal district attorney may obtain coverage from a county government risk management pool

created under Chapter 119, Local Government Code. Coverage obtained under the pool must be in the same amount and satisfy the same bond conditions otherwise required by this section.

(c) A criminal district attorney is not required to execute the bond required under Subsection (a) and may perform the duties of office if the commissioners court of the county the attorney serves by order authorizes the county to self-insure against losses that would have been covered by the bond. An order adopted by a commissioners court under this subsection shall be kept and recorded by the county clerk.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 439 (S.B. 1243), Sec. 4, eff. June 17, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 69 (S.B. 265), Sec. 2, eff. May 18, 2013.

SUBCHAPTER B. PROVISIONS APPLICABLE TO PARTICULAR COUNTIES

Sec. 44.101. ANDERSON COUNTY. (a) The criminal district attorney of Anderson County must be at least 30 years of age.

(b) The criminal district attorney shall represent the state in all matters in the district and inferior courts in the county. The criminal district attorney shall perform the other duties that are conferred by general law on district and county attorneys.

(c) The criminal district attorney shall collect the fees, commissions, and perquisites that are provided by law for similar services rendered by a district or county attorney.

(d) In addition to the salary paid by the state, the criminal district attorney is entitled to supplemental compensation from the county set by the commissioners court. The supplemental compensation must be in an amount necessary for the total compensation of the criminal district attorney to equal at least 90 percent of the total salary, including supplements, paid to the judge of the 3rd Judicial District by the state and Anderson, Henderson, and Houston counties. The county supplement shall be paid in equal installments, twice monthly, from the officers' salary fund of the county.

(e) The criminal district attorney may appoint a staff composed of at least three assistant criminal district attorneys, and investigators, stenographers, clerks, and any other personnel that the commissioners court authorizes.

(f) Except as limited by this section, the criminal district attorney, with the approval of the commissioners court, shall set the salary of the assistant criminal district attorneys, investigators, stenographers, clerks, and

other personnel. The commissioners court shall pay staff salaries in equal installments twice a month from the county officers' salary fund.

(g) In addition to staff salaries, the commissioners court may allow the criminal district attorney, his assistants, and investigators necessary expenses that the commissioners court considers reasonable. The expenses shall be paid as provided by law for other claims of expenses by county employees.

(h) The commissioners court may accept gifts and grants from any foundation, association, or political subdivision for the purpose of financing adequate and effective prosecution programs in the county. Municipalities in the county or district may allocate and grant the sums of money that their respective governing bodies approve to their county government for the support and maintenance of an effective prosecution program.

Added by Acts 1987, 70th Leg., ch. 148, Sec. 2.58(a), eff. Sept. 1, 1987.

Sec. 44.108. AUSTIN COUNTY. (a) The criminal district attorney of Austin County must meet the following qualifications:

(1) be at least 30 years old;

(2) have been a practicing attorney in this state for at least five years; and

(3) have been a resident of Austin County for at least two years before his election or appointment.

(b) The criminal district attorney shall represent the state in all matters in the district and inferior courts in the county. The criminal district attorney shall perform the other duties that are conferred by general law on district and county attorneys. This subsection does not prevent the county from retaining other legal counsel as it considers appropriate. The criminal district attorney may represent any county official or employee of Austin County in any civil matter in a court in the county if the matter arises out of the performance of official duties by the official or employee.

(c) The criminal district attorney shall collect the fees, commissions, and perquisites that are provided by law for similar services rendered by a district or county attorney.

(d) The criminal district attorney does not represent the state in criminal cases before the municipal courts in Austin County.

(e) The criminal district attorney shall receive salary and compensation from the state in the amount provided by the General Appropriations Act for district attorneys. The Commissioners Court of Austin County may supplement the salary of the criminal district attorney paid by the state.

Added by Acts 1989, 71st Leg., ch. 216, Sec. 2, eff. Sept. 1, 1989.

Sec. 44.111. BASTROP COUNTY. (a) The criminal district attorney of Bastrop County shall attend each term and session of the district courts in Bastrop County and each term and session of the inferior courts of the county held for the transaction of criminal business. He shall exclusively represent the state in all criminal matters before those courts and any other court in which Bastrop County has pending business.

(b) The criminal district attorney has all the powers, duties, and privileges in Bastrop County that are conferred by law on county and district attorneys in the various counties and districts.

(c) The criminal district attorney shall collect the fees, commissions, and perquisites that are provided by law for similar services rendered by a district or county attorney.

(d) The supplemental compensation paid to the criminal district attorney by the county and the salaries of the staff of the criminal district attorney shall be paid from the officers' salary fund if that fund is adequate. If that fund is not adequate, the commissioners court shall transfer the necessary funds from the general fund of the county to the officers' salary fund.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1342 (S.B. 1951), Sec. 3(c), eff. September 1, 2007.

Sec. 44.115. BEXAR COUNTY. (a) The criminal district attorney of Bexar County shall attend each term and session of the district, county, and justice courts in Bexar County held for the transaction of criminal business and shall exclusively represent the state in all matters before those courts. He shall represent Bexar County in any court in which the county has pending business. He serves as the district attorney for each district court in the county.

(b) The criminal district attorney has all the powers, duties, and privileges in Bexar County that are conferred by law on district and county attorneys.

(c) The criminal district attorney shall collect the fees, commissions, and perquisites that are provided by law for similar services rendered by a district or county attorney and shall deposit them in the proper county funds as provided by law.

(d) The criminal district attorney does not represent the state in criminal cases before the municipal courts in Bexar County.

(e) The Commissioners Court of Bexar County, acting in conjunction with and on the approval of the criminal district attorney, may employ special counsel, learned in the law, to represent the county in a condemnation or eminent domain proceeding, particularly in a case involving the acquisition of rights-of-way. The employment shall be for the time and on the terms that the

commissioners court and the criminal district attorney consider necessary and proper. The employment may be terminated in the manner provided by law for the removal of an assistant, investigator, or other employee of the criminal district attorney.

(f) The Commissioners Court of Bexar County may accept gifts and grants from any individual, partnership, corporation, trust, foundation, association, or governmental entity for the purpose of financing or assisting effective prosecution, crime prevention or suppression, rehabilitation of offenders, or crime victim's assistance in Bexar County.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985. Amended by Acts 1987, 70th Leg., ch. 148, Sec. 2.59(a), eff. Sept. 1, 1987.

Sec. 44.119. BOWIE COUNTY. (a) The criminal district attorney of Bowie County shall represent the state in all cases in the district and inferior courts of Bowie County and shall perform all other duties required of district and county attorneys under general law.

(b) All general laws relating to county or district attorneys apply to the criminal district attorney.

(c) Repealed by Acts 1987, 70th Leg., ch. 1045, Sec. 3, eff. Sept. 1, 1987.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985. Amended by Acts 1987, 70th Leg., ch. 1045, Sec. 3, eff. Sept. 1, 1987.

Sec. 44.120. BRAZORIA COUNTY. (a) The criminal district attorney of Brazoria County shall attend each term and session of the district courts of Brazoria County and each term and session of the inferior courts of the county held for the transaction of criminal business and shall exclusively represent the state in all criminal matters before those courts. He shall represent Brazoria County in any court in which the county has pending business.

(b) The criminal district attorney has all the powers, duties, and privileges in Brazoria County that are conferred by law on county and district attorneys in the various counties and districts.

(c) The criminal district attorney shall collect the fees, commissions, and perquisites that are provided by law for similar services rendered by a district or county attorney.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Sec. 44.128. CALDWELL COUNTY. (a) The criminal district attorney of Caldwell County must be at least 25 years old and must have been a practicing attorney in this state for at least five years.

(b) The criminal district attorney shall attend each term and session of the district courts in Caldwell County and each session and term of the inferior courts of the county held for the transaction of criminal business and shall exclusively represent the state in all criminal matters before those courts.

(c) The criminal district attorney shall perform the duties conferred by law on the county and district attorneys in the various counties and districts.

(d) The criminal district attorney shall collect the fees, commissions, and perquisites that are provided by law for similar services rendered by a district or county attorney.

(e) The Commissioners Court of Caldwell County may supplement the salary of the criminal district attorney paid by the state.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Sec. 44.129. CALHOUN COUNTY. (a) The criminal district attorney of Calhoun County shall attend each term and session of the district and inferior courts of Calhoun County, except municipal courts, held for the transaction of criminal business, and shall exclusively represent the state in all criminal matters before those courts.

(b) The criminal district attorney shall represent Calhoun County in any court in which the county has pending business. This subsection does not prevent the county from retaining other legal counsel in a civil matter as it considers appropriate.

(c) The criminal district attorney has all the powers, duties, and privileges in Calhoun County that are conferred by law on county and district attorneys in the various counties and districts.

(d) The criminal district attorney shall collect the fees, commissions, and perquisites that are provided by law for similar services rendered by a district or county attorney.

(e) The criminal district attorney is entitled to receive a salary from the state in the amount provided by general law for the compensation of district attorneys. The Commissioners Court of Calhoun County may supplement the compensation paid by the state.

(f) The criminal district attorney, for the purpose of conducting the affairs of the office, may appoint the assistant criminal district attorneys that the Commissioners Court of Calhoun County may authorize. The salary of an assistant criminal district attorney must be at least \$4,800 a year.

(g) The criminal district attorney may employ as many stenographers as the Commissioners Court of Calhoun County may authorize. The salary of a stenographer employed by the criminal district attorney must be at least \$3,000 a year.

(h) The supplemental compensation paid to the criminal district attorney by the county and the salaries of the assistant criminal district attorneys and

stenographers employed by the criminal district attorney shall be paid from the officers' salary fund if that fund is adequate. If the officers' salary fund is not adequate, the commissioners court shall transfer the necessary funds from the general fund of the county to the officers' salary fund.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Sec. 44.134. CASS COUNTY. (a) The criminal district attorney of Cass County shall attend each term and session of the district courts in Cass County and each term and session of the inferior courts of the county held for the transaction of criminal business and shall exclusively represent the state in all criminal matters before those courts. He shall represent Cass County in any court in which the county has pending business.

(b) The criminal district attorney has all the powers, duties, and privileges in Cass County that are conferred by law on county and district attorneys in the various counties and districts.

(c) The criminal district attorney shall collect the fees, commissions, and perquisites that are provided by law for similar services rendered by a district or county attorney.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Sec. 44.143. COLLIN COUNTY. (a) The criminal district attorney of Collin County shall attend each term and session of the district courts in Collin County held for the transaction of criminal business. He shall represent the state in all criminal and civil cases in the courts in the county unless otherwise provided by law.

(b) The criminal district attorney has all the powers, duties, and privileges in Collin County relating to criminal or civil matters involving the county or state that are conferred by law on county and district attorneys in the various counties and districts.

(c) A vacancy in the office of criminal district attorney is filled by appointment by the Commissioners Court of Collin County. The appointee holds office until the next general election.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985. Amended by Acts 1987, 70th Leg., ch. 521, Sec. 1, eff. Sept. 1, 1987; Acts 1997, 75th Leg., ch. 1081, Sec. 2, eff. Sept. 1, 1997.

Sec. 44.146. COMAL COUNTY. (a) The criminal district attorney of Comal County must meet the following qualifications:

- (1) be at least 30 years old;

Attachment G - Clerk Information

GOVERNMENT CODE

TITLE 2. JUDICIAL BRANCH

SUBTITLE D. JUDICIAL PERSONNEL AND OFFICIALS

CHAPTER 51. CLERKS

SUBCHAPTER D. DISTRICT CLERKS

Sec. 51.301. VACANCY; BOND; SEAL; SIGNATURE OF CLERK. (a) If a vacancy occurs in the office of district clerk, the vacancy shall be filled by the district judge of the county.

(b) If a vacancy in the office of district clerk occurs in a county that has two or more district courts, the vacancy shall be filled by agreement of the judges of the courts. If the judges cannot agree on an appointee, they shall certify that fact to the governor, who shall order a special election to fill the vacancy.

(c) An appointee to fill a vacancy in the office of district clerk must qualify and give a bond.

(d) Each district clerk shall be provided with a seal for the district court. The seal must have a five-pointed star and must be engraved with the words "District Court of _____ County, Texas." The seal shall be impressed on all process issued by the court except subpoenas and shall be kept and used by the clerk to authenticate official acts. The seal may be created using an electronic means, including by using an optical disk or another electronic reproduction technique, if the means by which the seal is impressed on an original document created using the same type of electronic means does not allow for changes, additions, or deletions to be made to the document.

(e) The signature of the district clerk may be affixed on an original document using electronic means, provided that the means by which the signature is affixed meets the requirements of Subsection (d) with respect to creating a seal by electronic means.

(f) A seal impressed or a signature affixed by electronic means may be delivered or transmitted electronically.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 25 (S.B. [229](#)), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 25 (S.B. [229](#)), Sec. 2, eff. September 1, 2007.

Sec. 51.302. BOND; OATH; INSURANCE. (a) Except as provided by Subsection (g), before beginning the duties of office, each district clerk must give a bond with two or more sufficient sureties or with a surety company authorized to do business in this state as a surety. The bond must:

- (1) be payable to the governor;
- (2) be conditioned on the faithful performance of the duties of the office;
- (3) be approved by the commissioners court; and
- (4) be in an amount equal to not less than 20 percent of the maximum amount of fees collected in any year during the term of office immediately preceding the term of office for which the bond is given, except that the bond may not be in an amount less than \$5,000 nor more than \$100,000.

(b) The district clerk must take and sign the oath prescribed for officers of this state, which must be endorsed on the bond, if a bond is required, and the bond and oath, or oath, must be filed and recorded in the office of the county clerk.

(c) Each district clerk shall obtain an insurance policy or similar coverage from a governmental pool operating under Chapter [119](#), Local Government Code, or from a self-insurance fund or risk retention group created by one or more governmental units under Chapter 1084, Acts of the 70th Legislature, Regular Session, 1987 (Article 715c, Vernon's Texas Civil Statutes), to cover the district clerk and any deputy clerk against liabilities incurred through errors or omissions in the

performance of official duties. The amount of the policy or other coverage document must be equal to the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the insurance is obtained, except that the amount of the policy or other coverage document must be at least \$20,000 but not more than \$700,000. If the policy or other coverage document provides coverage for other county officials, the amount of the policy must be at least \$1 million.

(d) Each district clerk shall obtain an insurance policy or similar coverage from a governmental pool operating under Chapter [119](#), Local Government Code, or from a self-insurance fund or risk retention group created by one or more governmental units under Chapter 1084, Acts of the 70th Legislature, Regular Session, 1987 (Article 715c, Vernon's Texas Civil Statutes), to cover losses from burglary, theft, robbery, counterfeit currency, or destruction. The amount of the policy or other coverage document must be at least \$20,000 but not more than \$700,000.

(e) The commissioners court may establish a contingency fund to provide the coverage required by Subsection (c) or (d) if it is determined by the district clerk that insurance coverage is unavailable at a reasonable cost.

(f) The commissioners court shall pay the premiums on the bonds and insurance policies or other similar coverage required under this section from the county general fund.

(g) In lieu of the bond required by Subsection (a), the county may self-insure against losses that would have been covered by the bond.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.
Amended by Acts 1987, 70th Leg., ch. 71, Sec. 3, 4, eff. May 7, 1987; Acts 1993, 73rd Leg., ch. 561, Sec. 2, eff. Aug. 30, 1993; Acts 1999, 76th Leg., ch. 1062, Sec. 1, eff. June 18, 1999.

Amended by:

Acts 2021, 87th Leg., R.S., Ch. 472 (S.B. [41](#)), Sec. 2.11,
eff. January 1, 2022.

Attachment H - Justice Court Information

GOVERNMENT CODE

TITLE 2. JUDICIAL BRANCH

SUBTITLE A. COURTS

CHAPTER 27. JUSTICE COURTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 27.001. BOND. Each justice of the peace must give a bond payable to the county judge, in an amount of not more than \$5,000, and conditioned that the justice will:

- (1) faithfully and impartially discharge the duties required by law; and
- (2) promptly pay to the entitled party all money that comes into the justice's hands during the term of office.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Sec. 27.002. COMMISSION; NOTARY. Each justice of the peace shall be commissioned as justice of the peace of the applicable precinct and ex officio notary public of the county.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Sec. 27.003. EFFECT OF PRECINCT BOUNDARY CHANGES. A person who has served as justice of the peace of a precinct for 10 or more consecutive years preceding a change in boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct as long as the justice's residence is within the boundaries of the precinct as they existed before the change.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Sec. 27.004. RECORDS AND OTHER PROPERTY. (a) Each justice shall arrange and safely keep all dockets, books, and

papers transmitted to the justice by the justice's predecessors in office, and all papers filed in a case in justice court, subject to the public access requirements prescribed by Rule 12, Rules of Judicial Administration.

(a-1) If a person vacates the office of justice of the peace, the person shall transfer all court records, documents, property, and unfinished business to the person's successor on the date the successor takes office. After the transfer, the business of the office must be completed as if the successor had begun the business.

(b) A person who has possession of dockets, books, or papers belonging to the office of any justice of the peace shall deliver them to the justice on demand. If the person refuses to deliver them, on a motion supported by an affidavit, the person may be attached and imprisoned by the order of the county judge until the person makes delivery. The county judge may issue the order in termtime or vacation. The person against whom the motion is made must be given three days' notice of the motion before the person may be attached.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Amended by:

Acts 2005, 79th Leg., Ch. 711 (S.B. [436](#)), Sec. 1, eff. September 1, 2005.

Attachment I - Commissioner Court & County Officer Information

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 88. OFFICIAL BONDS OF COUNTY OFFICERS AND EMPLOYEES

Sec. 88.001. CERTAIN BONDS PAYABLE TO COUNTY JUDGE;
CUSTODY OF BONDS. The official bond of a county officer that is required by law to be approved by the commissioners court must, except as required by other law, be made payable to the county judge and kept and recorded by the county clerk.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 23, eff. Sept. 1, 1993.

Sec. 88.002. APPLICATION OF SURETY TO TERMINATE LIABILITY ON BOND. A surety on the official bond of a county officer may apply to the commissioners court to be relieved from the bond.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 23, eff. Sept. 1, 1993.

Sec. 88.003. NOTICE TO OFFICER OF SURETY'S APPLICATION.
(a) The county clerk shall issue to the officer giving the bond a notice and a copy of a surety's application to be relieved from a bond.

(b) The sheriff or a constable of the county shall serve the notice and a copy of the application under this section on the officer.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 23, eff. Sept. 1, 1993.

Sec. 88.004. OFFICER TO STOP EXERCISING FUNCTIONS OF OFFICE. On service of notice under Section [88.003](#), an officer

shall stop exercising the functions of the officer's office, except that:

(1) the officer shall preserve records and property in the officer's charge; and

(2) if the officer is a sheriff or constable, the officer shall:

(A) keep prisoners;

(B) preserve the peace; and

(C) execute warrants of arrest.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 23, eff. Sept. 1, 1993.

Sec. 88.005. OFFICER WHO FAILS TO GIVE NEW BOND VACATES OFFICE. An officer who does not give a new bond before the 21st day after the date the officer receives notice under Section [88.003](#) vacates the officer's office.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 23, eff. Sept. 1, 1993.

Sec. 88.006. NEW BOND; DISCHARGE OF FORMER SURETIES. If an officer served notice under Section [88.003](#) gives a new bond and the bond is approved, the former sureties are discharged from liability for misconduct of the officer after the approval of the new bond.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 23, eff. Sept. 1, 1993.

Sec. 88.007. NEW BOND REQUIRED BY COMMISSIONERS COURT.
(a) A commissioners court that finds that a county officer's bond approved by the court is insufficient for any reason shall:
(1) require the officer to give a new bond or additional security; and

(2) have the officer cited to appear at a term of the court not earlier than the sixth day after the date of service and take any action the court considers best for the public interest.

(b) Action taken by the commissioners court under this section is final and may not be appealed.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 23, eff. Sept. 1, 1993.

Sec. 88.008. SELF-INSURANCE INSTEAD OF BOND. (a) Notwithstanding any other law requiring a county officer or employee to execute a bond as a condition of office or employment, a county officer or employee is not required to execute the bond and may perform the duties of office or employment if:

(1) the commissioners court by order authorizes the county to self-insure against losses that would have been covered by the bond; and

(2) the county judge approves the order adopted under Subdivision (1), if the county judge was required to approve the bond under the other law.

(b) An order adopted by the commissioners court under Subsection (a) shall be kept and recorded by the county clerk.

Added by Acts 2013, 83rd Leg., R.S., Ch. 69 (S.B. [265](#)), Sec. 3, eff. May 18, 2013.

Attachment J - Government Code Chapter 25 - Statutory Court Information

Sec. 25.00231. BOND; INSURANCE. (a) This section controls over a specific provision for a particular court or county that attempts to create a requirement for a bond or insurance that conflicts with this section.

(b) Before beginning the duties of office, a judge of a statutory probate court must execute a bond that is:

- (1) payable to the county treasurer or other person performing the duties of county treasurer;
- (2) in the amount of \$500,000;
- (3) conditioned on the faithful performance of the duties of the office; and
- (4) approved by the commissioners court.

(c) In lieu of the bond required by Subsection (b), a county may elect to obtain insurance or to self-insure in the amount required by Subsection (b) against losses caused by the statutory probate court judge's gross negligence in performing the duties of office.

(d) The commissioners court of a county shall pay the premium for the bond or insurance required by this section out of the general funds of the county.

(e) This section does not apply to an assigned or visiting judge sitting by assignment in a statutory probate court.

Added by Acts 2007, 80th Leg., R.S., Ch. [331](#), Sec. 1, eff. October 1, 2007.

Amended by:

Acts 2011, 82nd Leg., 1st C.S., Ch. [3](#), Sec. 4.09, eff. January 1, 2012.

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Cynthia Jacobson, Director of Human Resources
Erica Johnson, Assistant Director of Human Resources
Jessica Gramly, Risk Manager
Elizabeth Carlberg, Human Resources Generalist
Teresa Mercer, Administrative Services Secretary

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent
Marci Chrismon, CPPB - Asst. Purchasing Agent
Michelle Michaelis, CTPM – Senior Buyer

Commissioners Court:

Chris Hill – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Darrell Hale – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (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 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 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.

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?

Yes No

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?

Yes No

5 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.

6 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).

7

Signature of vendor doing business with the governmental entity

Date

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.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
							-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.