



# Collin County Purchasing

**2024-167**

## **Forensic Testing of Physical Evidence**

Issue Date: 2/6/2024

Questions Deadline: 2/20/2024 05:00 PM (CT)

Response Deadline: 2/29/2024 02:00 PM (CT)

Collin County Purchasing

### **Contact Information**

Contact: Christina Criswell

Address: Purchasing

2300 Bloomdale Rd

Suite 3160

McKinney, TX 75071

Phone: (972) 548-4124

Email: [ccriswell@co.collin.tx.us](mailto:ccriswell@co.collin.tx.us)

## Event Information

Number: 2024-167  
Title: Forensic Testing of Physical Evidence  
Type: Invitation for Bid  
Issue Date: 2/6/2024  
Question Deadline: 2/20/2024 05:00 PM (CT)  
Response Deadline: 2/29/2024 02:00 PM (CT)  
Notes:

## Ship To Information

Address: Multiple Departments  
2300 Bloomdale Rd.  
McKinney, TX 75071

## Billing Information

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

## Bid Attachments

### General\_Instructions\_Bid\_07.18.2022.docx

1.0 General Instructions IFB

[View Online](#)

### Terms\_of\_Contract\_Bid\_-\_2.10.21.docx

2.0 Terms of Contract - Bid

[View Online](#)

### Insurance updated 1-26-2015.doc

3.0 Minimum Insurance Requirements

[View Online](#)

### 2024-167 Specifications.docx

4.0 Special Conditions and Specifications

[View Online](#)

### Attachment A - Travel Policy and Per Diem Rates.pdf

Attachment A - Travel Policy and Per Diem Rates

[View Online](#)

### Information Regarding Conflict of Interest Questionnaire.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](#)

### 2024-167 LEGAL NOTICE.docx

Legal Notice

[Download](#)

## Requested Attachments

### W-9

*(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 Delivery

Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

## 4 Exceptions (for IFB/Quote)

If you take any exceptions to the specifications, you must submit the exception/s as a Question via the public eBid portal before the Question Cutoff Date for County consideration. The County will review and publish a response via eBid. If you would like to offer any substitutions, please review the General Instructions Document §1.17 and submit by separate attachment. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

## 5 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)*

**6 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".

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*(Required: Maximum 4000 characters allowed)*

**7 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.

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*(Required: Maximum 4000 characters allowed)*

**8 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.

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*(Required: Maximum 4000 characters allowed)*

**9 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.

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*(Required: Maximum 4000 characters allowed)*

**1 0 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)*

**1 1 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 or a state in which the nonresident is a resident manufacturer.(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.

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*(Required: Maximum 4000 characters allowed)*

<b>1</b> <b>2</b>	<b>Debarment Certification</b> 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.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
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<b>1</b> <b>3</b>	<b>Immigration and Reform Act</b> 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.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
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<b>1</b> <b>4</b>	<b>Disclosure of Certain Relationships</b> 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.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
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<b>1</b> <b>5</b>	<b>Anti-Collusion Statement</b> 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.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
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**16 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)*

**17 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)*

**18 Bidder Acknowledgement**

Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder 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 Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**19 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)*

**20 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)

**Bid Lines**

**1 Quantitation of THC, THCA, CBD and CBN in Botanical Material by HPLC-DAD, Solid**

(Response required)

Quantity: 1800 UOM: each Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_

- No bid
- Alternate specification  
(Attach separate sheet)
- Additional notes  
(Attach separate sheet)

**2 THC Identification and Quantitation in Botanical Material**

(Response required)

Quantity: 1 UOM: each Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_

- No bid
- Alternate specification  
(Attach separate sheet)
- Additional notes  
(Attach separate sheet)

**3 Controlled Substances - Marijuana plus other drugs by Microscopic, Color and TLC**

(Response required)

Quantity: 1 UOM: each Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_

- No bid
- Alternate specification  
(Attach separate sheet)
- Additional notes  
(Attach separate sheet)



**4** **Controlled Substance/Certified Weight**  
*(Response required)*

Quantity:   1   UOM:   each   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**5** **Controlled Substance Full Scan (Identification and Weight)**  
*(Response required)*

Quantity:   1   UOM:   each   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**6** **Additional Component Testing (Same Sample)**  
*(Response required)*

Quantity:   1   UOM:   each   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**7** **Quantitation of Component**  
*(Response required)*

Quantity:   1   UOM:   each   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**8** **Business Record Affidavit**  
*(Response required)*

Quantity:   10   UOM:   each   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**9** **Litigation Packet**  
*(Response required)*

Quantity: 30 UOM: each Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**1**  
**0** **Hourly Charge for Standby and Travel Time**  
*(Response required)*

Quantity: 6 UOM: hour Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**1**  
**1** **Hourly Charge for Trial Preparation**  
*(Response required)*

Quantity: 4 UOM: hour Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*

**1**  
**2** **Hourly Charge for Trial Testimony**  
*(Response required)*

Quantity: 2 UOM: hour Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Alternate specification  
*(Attach separate sheet)*  
 Additional notes  
*(Attach separate sheet)*



## **1.0 GENERAL INSTRUCTIONS**

### 1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.

1.0.1.4 IFB: refers to Invitation For Bid.

1.1 If Bidder 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 bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91<sup>st</sup>) 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 Bids for any or all products and/or services covered in an Invitation For Bid (IFB), 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 IFBs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB 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. IFBs may be submitted in electronic format via Collin County eBid.

1.9 All IFBs 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 IFB.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all IFBs 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. IFBs 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 IFB 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 an IFB, 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 IFB/RFQ/RFP/RFI/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://collincountvtx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder's/Quoter's/Offeror's receipt of any addenda issued. Bidder/Quoter/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 Bidders offering substitutions to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these in the section provided in the IFB or by attachment. 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 substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

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

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

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with its preparation of an IFB.

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 Bidders during the bidding process is subject to release under the Act.

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

1.23 Interlocal Agreement: Successful Bidder 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 Bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Bidder 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 bid, 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 a Change Order.

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 and/or Change Orders 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 Bids 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 IFB 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 56<sup>th</sup> 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 56<sup>th</sup> 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 bid price. All components required to render the item complete, installed and operational shall be included in the total bid 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 Bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder 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 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 IFB 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 SPECIAL CONDITIONS AND SPECIFICATIONS

- 4.1 **Authorization:** By order of the Commissioners Court of Collin County, Texas sealed bids will be received for IFB 2024-167 Forensic Testing of Physical Evidence.
- 4.2 **Purpose:** The intended use/purpose for this Invitation for Bid is to establish a contract for the forensic testing of physical evidence as needed by Collin County.
- 4.3 **Term:** Provide for a one (1) year firm, fixed price contract commencing on April 1, 2024, or upon award by Commissioners Court, whichever is later, through and including March 31, 2025 with the option of three (3) additional one (1) year renewals.
- 4.3.1 **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 Vendor 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.
- 4.4 **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.
- 4.5 **Price Reduction:** If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 4.6 **Price Redetermination:** A price redetermination may be considered by Collin County only at the annual renewal dates of the contract All requests for price redetermination shall be received at least 90 (ninety) days before the renewal date in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. Other documented price adjustment at renewal date, such as direct cost, labor, materials, and/or delivery costs may be considered at the County's discretion.
- 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. If the request is submitted and received within the required time frame, upon verification of documentation and approval by Purchasing, the adjustment will be submitted to Commissioners Court for approval. Vendor will be notified in writing upon approval.
- 4.7 **Response/Completion Time:** Vendor shall provide results within 45 (forty-five) calendar days of receipt of specimen.
- 4.8 **Approximate Usage:** Estimated spend is approximately \$180,000. Estimated annual

quantities are given for each service. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Services will be ordered on an as-needed basis.

- 4.9 Evaluation and Award:** Award of the contract shall be made to the responsive bidder who submits the lowest and best bid meeting specifications. Collin County reserves the right to award by item, section, or as a whole, as deemed to be in the best interest of the County.

The bidder's past experience of honoring contracts at the bid price, as well as their past history with Collin County will be an important consideration in the evaluation of the lowest and best bid.

- 4.10 Freight/Delivery Charges:** Any freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.

- 4.11 Scope of Work:** The Collin County District Attorney's office has a need for testing of Marijuana, THC products, and other controlled substances.

**4.11.1** Vendor must be accredited by the Texas Forensic Science Commission at the time a bid is submitted.

**4.11.2** Vendor must comply with state regulations and rules for accreditation, including forensic analyst licensing for mandatory disciplines, promulgated by the Texas Forensic Science Commission in the Texas Administration Code, Title 37, Part 15, Chapter 651.

**4.11.3** Vendor must adhere to accepted standards for chain of custody and returned to agency following the completion of testing.

**4.11.4** If needed, Vendor will provide personnel qualified to testify in court regarding test result or the process utilized to conduct the test.

**4.11.4.1** Pre-trial preparation, standby, and testimony will be paid at an hourly rate as awarded.

**4.11.4.2** Travel expenses will be reimbursed by the County using the guidelines, per diem amounts, and mileage details established in the Collin County Travel Policy for employees outlined in Attachment A. Costs for travel reimbursement will be considered additional services not included in the evaluation of the bid.

**4.11.5** Vendor must have the ability to accept hand-delivered specimens and via common carrier. After analysis shipping via any trackable service is permissible.

Attachment A  
Collin County Travel Policy

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# Collin County Travel Policy

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## 1. Purpose

Commissioners Court recognizes expenditure of public funds for travel is necessary to conduct County business. This policy establishes appropriate requirements, limitations, and guidelines for county employee business travel. The purpose of this policy is to:

- Establish the appropriate use of, and limitations on use of, public funds for travel by employees
- Ensure travel expenses of employees are for legitimate, reasonable business travel
- Provide an expectation to employees to be conscientious in their use of public funds for travel
- Require accountability for the use of public funds by County employees and officials

The County Auditor shall have the discretion to approve departures from this policy if such departure fulfills the purposes set out in this Section.

## 2. Scope

This policy applies to all employees whose travel expenses are paid from public funds controlled by the County or by County Officials. Travel expenses for non-county employees are not covered by this policy and travel parameters should be established before the expense is incurred on a case by case basis.

## 3. Definitions

As used in the policy, travel for **County business** shall pertain to either of the following:

- Business travel for the purpose of conducting official authorized County business.
- Professional/Educational Travel to attend meetings, conferences, and training programs for professional growth and development as well as for the mutual benefit of the County.

For purposes of this policy, **employee** includes elected officials, appointed officials and paid employees of Collin County. This policy does not cover travel for volunteers, consultants, or other person representing the County on a business trip. Parameters for travel for others not covered by this policy must be established in advance of the travel on a case by case basis.

A **business meal** is a meal expense incurred by an employee for the employee and another person. The other person may be another employee or an outside person. The meal has to be incurred in conjunction with a business purpose related to County business. The business meal is not considered a travel meal under this policy.

A **travel meal** is a meal expense incurred by an employee for travel purposes. There are two types of travel meals:

- Day Travel Meal – a meal expense for any travel that does not include an overnight stay. The cost of day travel meals are normally paid through payroll and require employment taxes and withholdings to be taken from the reimbursement.
- Overnight Travel Meal – a meal expense for any travel that does include an overnight stay.

# Collin County Travel Policy

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## **4. General Policy Provisions**

Qualifying travel expenses will be paid or reimbursed for an employee traveling on County business, provided the employee keeps and submits invoices, receipts, and all other required documentation for those expenses. Meals during travel are paid on a per diem basis (fixed amount per day) and do not require receipts.

All expenses must be ordinary, reasonable, necessary, and have a valid business purpose.

The policy covers items normally encountered as business or travel expense.

Travel expenses are not allowed for two or more county employees on the same receipt and travel voucher. Each employee must pay for their individual travel expenses. Exceptions can be made by the County Auditor if necessary.

Duplicate travel expense payments or reimbursements to an employee are prohibited. This includes payment or reimbursement for the trip by both the County and outside party.

If travel expenses of an employee are being paid by another source, the employee may claim reimbursement for travel expenses from the County for any expenses allowed under this policy that are not reimbursed by the other source, with proper documentation.

If travel expenses are paid from grant funds, the grantor may have specific requirements for travel expenses. The employee should check with the County Auditor's Office prior to travel. If the travel expenses allowed by this policy are greater than the expense reimbursement from the grant, the employee may submit the additional expenses separately for reimbursement if funds are available and budgeted in a budget that is available for use by the employee.

Travel outside of the continental United States requires prior approval of the Commissioners Court at least 30 days before the departure date of the trip.

Employees may, on occasion, combine personal and County travel on the same trip provided there is no additional cost to the County; personal travel is not reimbursed. An exception is allowed when a family member is formally representing Collin County and has been expressly invited for that purpose such as when an elected official is receiving an award from another organization or government; the invitation must be submitted to the County Auditor with the travel documentation.

If an employee is combining personal and business travel, the County will only pay for or reimburse expenses for the business travel portion of the trip. There should be no additional cost to the County for the personal travel. The County Auditor shall determine the cut off between personal and business travel. If there is any personal travel involved in a business trip, the employee, before they complete their travel plans, shall seek the opinion of the County Auditor as to the estimated cut off between personal and business expenses.

If a county vehicle is used for transportation, the employee must follow all other applicable County policies and procedures.

# Collin County Travel Policy

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## **5. General Travel Guidelines**

An estimate of the expected travel expenses must be completed in a format approved by the County Auditor and submitted to the Auditor's Office prior to travel. Travel estimates related to inmate transport are not required to be submitted to the Auditor's Office. The County Auditor shall determine if there are sufficient budgeted funds available for the trip; if there is not sufficient funding, the County Auditor will notify the department. Any travel without sufficient budgeted funding may only be reimbursed to the amount of available budget.

If an advance of estimated expenses for the trip is required, the request for an advance must be submitted in sufficient time to permit processing and approval of the advance. Sufficient time is determined by the County Auditor. An advance is dependent upon availability of budgeted funds. The County Auditor has the authority to refuse to issue an advance, in accordance with the Local Government Code.

The County Auditor shall establish deadlines for submitting travel documentation. Employees submitting travel documents after the established deadline risk being held personally liable for the expenses.

Travel should be scheduled well in advance when possible in order to take advantage of lower rates.

All records for travel and training using public funds are open to inspection under the Texas Open Records Act, unless otherwise prohibited by law.

Requisitions/Purchase orders are not required for any travel related expenses including registration.

## **6. County Auditor Responsibility**

The County Auditor shall be responsible for implementation and interpretation of this policy, as well as enforcement of the policy, in accordance with Local Government Code 112.002, 112.006, and 112.007.

The County Auditor shall issue, maintain, and update any accounting procedure, control, and form needed to ensure compliance with this policy.

The County Auditor shall notify the Commissioners Court whenever there is a change in the optional standard mileage rate set by the IRS; the rate will be used to reimburse employees for use of their personal vehicle as of the effective date of the IRS implementation.

## **7. County Official and Department Head Responsibility**

County officials and department heads are responsible for ensuring travel expenditures are valid and appropriate.

County officials and department heads should ensure budgeted travel funds are available before authorizing travel for their employees. If travel is authorized without budgeted funds available, the County official or department head may be held responsible for reimbursing the County for any amount not budgeted.

County officials and department heads are expected to send the fewest number of individuals required to a seminar, conference, or meeting, taking into consideration the objectives or needs of the department.

# Collin County Travel Policy

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If there are any questions regarding this policy, the County official or department head should seek County Auditor opinion prior to travel if unusual circumstances are involved or the policy does not provide clear guidance.

Any exceptions to this Policy must be approved by Commissioners Court prior to expenditure of public funds for travel.

## **8. Employee Responsibility**

Employees should use good judgment and be aware they are spending public funds. An employee on official county business should exercise the same care in incurring expenses and accomplishing official business that a prudent person would exercise if traveling for personal business. Excess costs, indirect routes, delays, or luxury accommodations unnecessary or unjustified in the performance of official business are not considered as exercising prudence.

In accordance with this Policy and procedures established by the County Auditor, employees traveling on County business will be paid or reimbursed for reasonable expenses incurred if travel funds have been budgeted.

Employees traveling on official county business must submit all required receipts for audit and reimbursement or risk being held personally liable for their travel expenses.

Employees are personally responsible for any expense not allowed under this policy. If the disallowed expense has been charged on a County procurement card, the employee shall promptly reimburse the County for that charge in accordance with the Procurement Card Policy.

Any employee found to be submitting false travel claims is subject to disciplinary action, up to and including termination and possible prosecution.

When making travel arrangements, the employee must submit appropriate documentation to the County Auditor of any reasonable accommodations needed under the Americans with Disabilities Act. Reasonable accommodation requests should be coordinated with travel, transportation, lodging, meals, and conference officials, as necessary, to comply with the needs of the employee.

If a death, serious injury or grave illness occurs in an employee's immediate family, the employee is authorized to immediately return at county expense. When, during a period of official travel, an employee dies due to illness or injury not induced by personal misconduct, the county will pay all transportation expenses to return the employee. The employees' next of kin may travel at county expense to make necessary arrangements. Expenses will be reimbursed according to this County policy. If injured while traveling, the injury must be reported to the County Risk Manager.

# Collin County Travel Policy

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## **9. Transportation**

### **9.1 Air Fare**

Employees must use discretion to obtain the best airfare deal for the County. Employees may not incur higher airfare to obtain a personal benefit such as frequent flyer miles or other incentives.

Employees are required to travel by economy class or coach class, unless there are documented extenuating circumstances. The documentation must be submitted to the County Auditor with their travel documents.

The County will pay reasonable fees for luggage or other expenses when traveling by air.

### **9.2 Auto Rental**

Rental vehicles may be an authorized expense if determined by the department head or County official as necessary.

Employees are not permitted to purchase insurance in connection to rental car agreements. Collin County insurance policy provides vehicle insurance for all employees on travel status; employees will be held responsible for any purchase of rental car insurance.

Only County employees may be permitted to drive or be listed as drivers on a rental car paid by the County.

The employee should minimize the cost of fuel when renting a vehicle, taking into account the rental car company policy.

Receipts for the auto rental, fuel and other related expenses must be submitted.

### **9.3 Use of Personal Vehicle for Travel or Business Purposes**

The County will pay, when an employee provides their own transportation, the optional standard mileage rate used by the IRS to calculate the costs of operating a vehicle for business purposes, including travel for business purposes.

Miles claimed must be reasonable in relation to the location visited.

No other automobile expense will be paid for use of a personal vehicle other than the current mileage rate established by the IRS for business mileage. County officials and department heads may, only for use of their personal vehicle, choose to be paid less than the IRS optional mileage rate. All other employees must be reimbursed at the IRS optional mileage rate.

Mileage is paid based on IRS rules as detailed in the Travel Expenses and Transportation Expenses in IRS Publication 17. Mileage should be calculated on an exact mileage basis or using Google travel maps. If the employee is receiving an auto allowance no mileage is permitted within Collin County and travel outside the County must begin and end at the Collin County border. Details are summarized below with definitions of each of these locations. If an employee uses a personal vehicle for overnight travel for County business, the rules on the following table apply:

# Collin County Travel Policy

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	From Your Home	From Your Primary Work Location	From A Temporary Work Location
To Your Home		No mileage allowed	Mileage allowed
To Your Primary Work Location	No mileage allowed		Mileage allowed
To A Temporary Work Location	Mileage allowed	Mileage allowed	Mileage allowed to a second temporary location

**Home Location:** The place where you reside. Transportation expenses between your home and your main or regular place of work are personal commuting expenses and are not reimbursed.

**Primary Work Location:** This is your principal place you work.

**Temporary Work Location:** This is for personal vehicle miles driven going from home or one work location to another in the course of your business day, when your job requires you to work in another location. It could be for business meetings or business luncheons in another location away from your primary work location; training or seminar away from your primary work location; or travel to the airport or parking at the airport for a business trip.

If traveling, incidental miles driven at the destination are submitted for payment with other travel expenses upon return. Incidental miles should be reasonable.

Personal vehicle travel exceeding 350 miles one-way (700 miles total) on official county business will be reimbursed at the lower of 1) the most appropriate airline rate plus the cost of a rental car, or 2) the calculated cost for total business miles driven.

A motor pool vehicle may be available for employees who prefer not to use their personal vehicle. Please refer to the Vehicle Usage and Take Home Vehicle Policy before utilizing a motor pool vehicle.

If two or more employees are traveling in the same private vehicle, only one mileage allowance will be paid or reimbursed.

Tolls from toll roads may be reimbursed if a receipt is provided or a printout of the NTTA statement identifying which tolls were for County business.

## **9.4 Taxi and Other Transportation**

Taxi, shuttle, or other transportation may be an authorized expense when necessary as determined by the department head or elected official.

Receipts for taxi, shuttle, or other transportation are required.

Tips for transportation are not part of the per diem and are reimbursable.

## **10. Lodging**

The actual cost of lodging, including hotel taxes, will be paid or reimbursed for a traveling employee on official county business.

# Collin County Travel Policy

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Accommodations should be the most reasonable available at the time of the stay.

The employee should always seek any discounts available.

The traveler must submit an itemized, detailed statement/receipt for lodging.

An employee may stay at the home of a friend or family, but there will be no payment or reimbursement for lodging.

The County will only pay or reimburse the single person cost of the lodging for the employee if there is only one employee staying in the room. If there are two or more employees staying in the room, the cost of the room should be paid by one employee and not allocated. If the expenses need to be allocated, the County Auditor will perform the allocation. If there is a cost for a non-employee lodger staying in the room with an employee, the County will only reimburse or pay the single room rate.

The County will not pay or reimburse the employee for additional lodging not considered a part of the business trip (i.e., personal trip or vacation).

If an employee has an emergency requiring a change in the length of the stay, resulting in additional charges, the additional charges, within reason, are allowable for payment or reimbursement.

## **11. Travel Meals and Incidentals**

Travel meals and incidentals will be paid or reimbursed based on per diem bases for overnight travel and an actual basis for day travel.

Travel meals may be paid or reimbursed for each day the employee is on travel status.

Travel meals purchased within Collin County borders for day travel meals (non-overnight) will not be paid or reimbursed except as needed for inmate transport.

The County will pay or reimburse travel meals for the employee only with the exception of Inmate Transport. A meal may be provided to an employee if the inmate requires a meal while being transported, even if the employee is in Collin County. The inmate transport employee's meal will not be subject to payroll taxation. Both meals will be reimbursed or paid.

A travel meal purchased by the employee for friends, family, other employees, or county officials will not be paid or reimbursed.

Meals provided by a third party may not be paid or reimbursed.

Meals for business meetings are not considered travel expenses and are not covered by this policy.

**Overnight Travel:** Employees will be paid or reimbursements on a per diem basis for meals and incidentals related to overnight travel. Incidentals include all taxes and tips related to travel. The per diem rate is **80%** of the rate established by the Governmental Services Administration (GSA) with the federal government and will vary by city or county and state. Per diem meals will not be paid or reimbursed to employees when meals are provided by a third party or conference. Meal payments for the first and last day of travel will be reduced to 75% of a full day meal reimbursement in accordance

# Collin County Travel Policy

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with GSA standards. Per diem will not be paid for the first day of a trip when an employee departs after 7:00pm. The County Auditor shall publish the GSA per diem allowable rate each year by January 1 on the intranet website.

Under very limited circumstances the County Auditor may reimburse an employee for amounts in excess of the meal and incidental amount if the employee provides written justification and detailed receipts to the County Auditor.

**Day Travel Meals:** An itemized receipt must be submitted to be reimbursed for a day travel meal. Incidentals should be itemized and submitted to the Auditor. Only one employee per receipt can be submitted. Per IRS regulations, the cost for meals incurred while attending an event not requiring an overnight stay is considered taxable income. Employees will be reimbursed through payroll for the exact cost of their meal in gross pay before payroll taxes and withholdings are deducted. Tips will generally be paid or reimbursed at 15%, with a maximum of 20% allowable; tips at fast food establishments are not reimbursed.

## **12. Travel Advances**

The County may provide advances for travel based on the estimated cost of the travel as provided by the department or employee.

An affidavit requesting a travel advance must be completed for each advance of funds and must be approved by the elected official or department head, or designee. The affidavit must be submitted according to the deadlines established by the County Auditor.

Travel advance limitations:

- Advances will not be provided for estimated expenditures less than \$100.
- Advances will not be provided for non-overnight travel expenses.
- Advances will not be provided after the travel is completed.
- Advances will not be disbursed when a traveler has a travel reimbursement request that is more than 30 days past due.
- Only one advance of funds shall be authorized for each scheduled travel.
- Advance must be returned within 10 business days if trip is cancelled.
- The employee is personally responsible for funds advanced. Any loss must be repaid.
- An advance may only be used for employee travel and not for travel of another person.

## **13. Miscellaneous**

Reimbursable miscellaneous expenses include:

- Internet connectivity charges for County-provided equipment.
- Charges for business-related telephone calls.
- Excess baggage charges will be paid or reimbursed only when transporting County materials.
- Charges for reasonable and actual expenses will be paid or reimbursed for laundry services necessary due to travel that exceeds one week.
- Tolls and parking fees.

Parking expense is permitted and reimbursable with proper documentation. If the parking cost is \$6 or less for the entire trip no receipt is required. If more than \$6 a receipt will be required for



## Collin County Travel Policy

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reimbursement; however, if a receipt is not given such as a parking meter a written explanation as to such must be provided.

### **14. Not Reimbursable**

Miscellaneous expenses while traveling that will not be reimbursed or paid include:

- Alcoholic drinks
- Pet care expenses
- Personal travel insurance
- Insurance coverage for privately owned vehicles
- Expenses for the repairs of privately owned vehicles
- Interest charges levied on overdue invoices or credit card statements
- Personal expenses, such as barbers, hairdressers, toiletry items, health club fees, prescriptions, and non-prescription medications
- Hotel pay-per-view video and mini-bar expenses
- Expenses related to lost or stolen items
- ATM fees
- Entertainment expenses, even if provided by the conference unless it involves a meal
- Use of a personal cell phone to make calls
- In general, personal expenses are not reimbursable, and are assumed to include any expenses which are not a necessary consequence of travel on behalf of the County
- Between meal snacks, gum, candy bars, etc., will not be paid or reimbursed by the county.

## 2024 Per Diem Rates

(Effective October 1, 2023)

Revised

Primary Destination	County	Daily Rate	First and Last Day Rate
STANDARD RATE	Applies for all locations without standard rates	47	35
<b>TEXAS LOCATIONS</b>			
Abilene	Taylor and Jone	47	35
Addison	Dallas County	55	41
Amarillo	Potter Randall	47	35
Angleton	Brazoria	47	35
Arlington	Tarrant County and City of Grapevine	51	38
Athens	Henderson	47	35
Austin	Travis	51	38
Bandera	Bandera	47	35
Bastrop	Bastrop	47	35
Bee Cave	Travis	47	35
Belton	Bell	47	35
Big Spring	Howard	51	38
Boerne	Kendall	47	35
Brenham	Washington	47	35
Brownwood	Brown	47	35
Bryan	Brazos	47	35
Burkburnett	Wichita	47	35
Burnet	Burnet	47	35
Cedar Creek	Bastrop	47	35
Childress	Childress	47	35
College Station	Brazos	47	35
Commerce	Hunt County	47	35
Conroe	Montgomery, Fort Bend and Harris	55	41
Corpus Christi	Nueces	51	38
Cresson	Hood, Johnson, Parker	47	35
Dallas	Dallas County	55	41
Decatur	Wise	47	35
Denton	Denton	47	35
Eastland	Eastland	47	35
Edinburg	Hidalgo	47	35
El Paso	El Paso	47	35
Fairfield	Freestone	47	35
Florence	Williamson	47	35
Fort Worth	Tarrant County and City of Grapevine	51	38
Fredericksburg	Gillespie	47	35

Freeport	Brazoria	47	35
Frisco	Collin	51	38
Galveston	Galveston	51	38
Georgetown	Williamson	47	35
Giddings	Lee	47	35
Gonzales	Gonzales	47	35
Graham	Young	47	35
Granbury	Hood	47	35
Grand Prairie	Tarrant County and City of Grapevine	51	38
Grapevine	Tarrant County and City of Grapevine	51	38
Greenville	Hunt County	47	35
Harlingen	Cameron	47	35
Horseshoe Bay	Llano, Burnet	47	35
Houston (L.B. Johnson Space Center)	Montgomery, Fort Bend and Harris	55	41
Huntsville	Walker	47	35
Hurst	Tarrant County and City of Grapevine	51	38
Hutto	Williamson, Travis	51	38
Irving	Dallas County	55	41
Jacksboro	Jack County	47	35
Junction	Kimble County	47	35
Kerrville	Kerrville	47	35
Killeen	Bell	47	35
Lajitas	Brewster	47	35
Lakeway	Travis	51	38
Lampasas	Lampasas	47	35
Laredo	Webb	47	35
Las Colinas	Dallas County	55	41
League City	Galveston	51	38
Leon Valley	Bexar	51	38
Livingston	Polk	47	35
Lone Star	Morris County	47	35
Longview	Gregg, Harrison	47	35
Lost Pine	Bastrop	47	35
Lubbock	Lubbock	47	35
Lufkin	Angelina	47	35
Mansfield	Tarrant County and City of Grapevine	51	38
McAllen	Hidalgo	47	35
Midland	Midland	51	38
Montgomery	Montgomery, Fort Bend and Harris	55	41
Mount Pleasant	Titus	47	35
Nacogdoches	Nacogdoches	47	35
New Braunfels	Comal, Guadalupe	47	35

Pasadena	Montgomery, Fort Bend and Harris	55	41
Pearsall	Frio, Medina, and La Salle	47	35
Pecos	Reeves	47	35
Pflugerville	Travis	51	38
Pipe Creek	Bandera	47	35
Plano/Frisco	Collin	51	38
Portland	San Patricio/Nueces	47	35
Richmond	Montgomery, Fort Bend and Harris	55	41
Rockwall	Rockwall	47	35
Rosenberg	Montgomery, Fort Bend and Harris	55	41
Round Rock	Williamson	51	38
San Angelo	Tom Green	47	35
San Antonio	Bexar	51	38
San Marcos	Caldwell, Guadalupe, Hays	47	35
Seguin	Guadalupe	47	35
South Padre Island	Cameron	47	35
Stephenville	Erath	47	35
Sugar land	Montgomery, Fort Bend and Harris	55	41
Sulphur Springs	Hopkins	47	35
Temple	Bell	47	35
Texarkana	Bowie	47	35
Texas City	Galveston	51	38
The Woodlands	Montgomery, Fort Bend and Harris	55	41
Tyler	Smith	47	35
Vernon	Wilbarger	47	35
Waco	McLennan	51	38
Waxahachie	Ellis	47	35
Webster	Montgomery, Fort Bend and Harris	55	41
Wichita Falls	Wichita	47	35

### OTHER FREQUENT DESTINATIONS

(If not listed please contact the Auditor's Office for rates)

Albuquerque, New Mexico	Bernalillo	55	41
Alexandria, Louisiana	Rapides Parish	51	38
Alexandria, Virginia	Washington DC	63	47
Anniston, Alabama	Calhoun	47	35
Appleton, Wisconsin	Outagamie	47	35
Ardmore, Oklahoma	Carter	47	35
Arlington, Virginia	Arlington	63	47
Ashtabula, Ohio	Ashtabula	47	35
Athens, Ohio	Athens	47	35
Atlanta, Georgia	Fulton, DeKalb and Cobb	59	44
Aurora, Colorado	Douglas	63	47

Baltimore, Maryland	Baltimore City	55	41
Bar Harbor, Maine	Hancock	59	44
Baton Rouge, Louisiana	East Baton Rouge Parish	55	41
Bentonville, Arkansas	Benton	47	35
Big Sky/West Yellowstone, Montana	Gallatin and Park	63	47
Biloxi, Mississippi	Harrison	47	35
Birmingham, Alabama	Jefferson/Shelby	55	41
Bloomington, Minnesota	Hennepin and Ramsey	63	47
Bluffton, South Carolina	Beaufort	55	41
Boise, Idaho	Ada	59	44
Bonita Springs, Florida	Lee	51	38
Boston, Massachusetts	Suffolk, City of Cambridge	63	47
Boulder, Colorado	Boulder and Broomfield	55	41
Cape Cod, Massachusetts	Barnstable	55	41
Charleston, South Carolina	Chaleston, Berkeley and Dorchester	63	47
Charleston, West Virginia	Kanawha	51	38
Charlotte, North Caroline	Mecklenburg	55	41
Chicago, Illinois	Cook and Lake	63	47
Cleveland, Ohio	Cuyahoga	55	41
College Park, Maryland	Washington DC	63	47
Colorado Springs, Colorado	El Paso	55	41
Columbia, Missouri	Boone	47	35
Columbus, Ohio	Franklin	51	38
Denver, Colorado	Denver, Adams, Arapahoe, and Jefferson	63	47
Detroit, Michigan	Wayne	51	38
Doral, Florida	Miami-Dada	55	41
Edison, New Jersey	Middlesex	55	41
Emmitsburg, Maryland	Frederick	51	38
Fairfax, Virginia	Fairfax	63	47
Fairfield, CA	Solano	47	35
Farmington, Missouri	St. Francois	47	35
Flint, Michigan	Genessee	47	35
Fort Lauderdale, Florida	Broward	55	41
Fort Myers, Florida	Lee	51	38
Fresno, CA	Fresno	55	41
Glynco, Georgia/Jekyll Island/Burnswick	Glynn	63	47
Grand Rapids, Michigan	Kent	51	38
Green Bay, Wisconsin	Outagmie	47	35
Greenville, South Carolina	Greenville	47	35
Gulf Shores, Alabama	Baldwin	55	41
Gulfport, Mississippi	Harrison	47	35
Hattiesburg, Mississippi	Forrest, Lamar	47	35
Hoffman Estates, Illinois	Cook and Lake	63	47

Hoover, Alabama	Birmingham (Jefferson and Shelby)	55	41
Hulbert, Oklahoma	Cherokee	47	35
Huntsville, Alabama	Madison	47	35
Indian Wells, California	Riverside	55	41
Indianapolis, Indiana	Marion, Hamilton	55	41
Itasca/Oak Brook Terrace, Illinois	Dupage	51	38
Jackson Hole, Wyoming	Teton/Sublette	63	47
Jupiter, Florida	Palm Beach/Hendry/Boca Raton/Delray Beach	55	41
Kansas City, Kansas	Wyandotte/Johnson/Leavenworth	51	38
Kansas City, Missouri	Jackson/Clay/Cass/Platte	51	38
Lafayette, Louisiana	Lafayette	47	35
Laguna Beach, California	Orange	59	44
Lake Buena Vista, Florida	Orange	55	41
Las Vegas, Nevada	Clark	55	41
Little Rock, Arkansas	Pulaski	47	35
Long Beach, California	Los Angeles, Orange, Ventura, Edwards	59	44
Los Angeles, California (Anaheim)	Los Angeles, Orange, Ventura, Edwards	59	44
Louisville, Kentucky	Jefferson	51	38
Manhattan, Kansas	Manhattan	47	35
Memphis, Tennessee	Shelby	55	41
Miami, Florida	Miami-Dada	55	41
Milwaukee, Wisconsin	Milwaukee, Washington, Waukesha	51	38
Minneapolis/St. Paul, Minnesota	Hennepin/Ramsey	63	47
Mission Viejo, California	Orange	59	44
Mobile, Alabama	Mobile	47	35
Moline, Illinois	Rock Island	47	35
Monterey, California	Monterey	59	44
Montgomery, Alabama	Montgomery	47	35
Moundsville, West Virginia	Marshall	47	35
Muskogee, Oklahoma	Muskogee	47	35
Myrtle Beach, South Carolina	Horry	55	41
Nashville, Tennessee	Davidson	63	47
National Harbor, Maryland	Prince George	63	47
New Orleans, Louisiana	Orleans, St. Bernand, Jefferson, Plaquemine parishes	59	44
New York, New York	Bronx/Kings/New York/Queens/ Richmond	63	47
Norman, Oklahoma	Cleveland	51	38
Oakland, California	Alameda	59	44
Oklahoma City, Oklahoma	Oklahoma	51	38

Omaha, Nebraska	Douglas	51	38
Orange Beach, Alabama	Baldwin	55	41
Orlando/Kissimmee, Florida	Orange	55	41
Oxford, Mississippi	Lafayette	51	38
Palm Coast, Florida	Flagler	47	35
Palm Springs, California	Riverside	55	41
Palm Springs, Florida	Palm Beach/Hendry	55	41
Palo Alto, California	Santa Clara	59	44
Park City, Utah	Summit	63	47
Park Hills, Missouri	St. Francois	47	35
Pensacola, Florida	Escambia	51	38
Philadelphia, Pennsylvania	Philadelphia	63	47
Phoenix, Arizona	Maricopa	55	41
Pigeon Forge, Tennessee	Sevier	47	35
Pinedale, Wyoming	Teton/Sublette	63	47
Pittsburgh, Pennsylvania	Allegheny	51	38
Pocatello, Idaho	Bannock/Power	47	35
Portland, Oregon	Multnomah	59	44
Providence, Rhode Island	Providence/Bristol	51	38
Quantico, Virginia	Prince William	47	35
Raleigh, North Carolina	Wake	51	38
Rapid City, South Dakota	Pennington	51	38
Reno, Nevada	Washoe	55	41
Rosemont, Illinois	Cook and Lake	63	47
Sacramento, California	Sacramento	55	41
Salt Lake City, Utah	Salt Lake and Tooele	51	38
San Diego, California	San Diego	59	44
San Francisco, California	San Francisco	63	47
San Jose, California	Santa Clara	59	44
San Luis Obispo, California	San Luis Obispo	59	44
Santa Ana, California	Orange	59	44
Santa Fe, New Mexico	Santa Fe	55	41
Savannah, Georgia	Chatham	55	41
Scott, Louisiana	Lafayette Parish	47	35
Scottsdale, Arizona	Maricopa	55	41
Seattle, Washington	King	63	47
Sierra Vista, Arizona	Cochise	47	35
Snowbird (Salt Lake City), Utah	Salt Lake and Tooele	51	38
Spokane, Washington	Spokane	59	44
St. Louis, Missouri	St. Louis, St. Louis City, St. Charles, Crawford, Franklin, Jefferson, Lincoln, Warren, Washington	47	35
Sun Valley, Idaho	Blaine/Elmore	59	44
Sunnyvale, California	Santa Clara	59	44

Tampa, Florida	Pinellas and Hillsborough	55	41
Tucson, Arizona	Pima	51	38
Tulsa, Oklahoma	Tulsa	47	35
Tysons Corner, Virginia	Fairfax	63	47
Vancleave, Mississippi	Jackson	47	35
Virginia Beach, Virginia	City of Virginia Beach	51	38
Wagoner, Oklahoma	Wagoner	47	35
Washington, DC	Washington DC	63	47
Wendover, Nevada	Elko County	47	35
West Palm Beach, Florida	Palm Beach/Hendry	55	41
Whitefish, Montana	Flathead	51	38
Williamsburg, Virginia	James City/York	51	38
Wilmington, Delaware	New Castle	51	38
Yorktown, Virginia	York	51	38
Yosemite (National Park), California	Mariposa	63	47



## **INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> 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 84<sup>th</sup> 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](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.collincountytx.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/or contracting for the attached procurement:

Department:

Greg Willis – District Attorney  
Deborah Fulton Harrison – Chief Felony Prosecutor  
Christina Skipper – Chief Felony Prosecutor

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent  
Marci Chrismon, CPPB – Assistant Purchasing Agent  
Christina Criswell – Buyer II

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](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## 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.

<b>Social security number</b>								
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-	-	-	-					
<b>or</b>								
<b>Employer identification number</b>								
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## 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.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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## 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](http://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.*