DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA
MARCH 20, 2001

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Minister’s Letter of Appreciation

**DATE(s) TO REMEMBER**

**Next Legislative Briefing - March 23, 2001 @ 9:00 a.m. - Commissioners Courtroom**
March 13, 2001

HAND DELIVERED

Mr. J. Allen Clemson  
Court Administrator  
Dallas County Commissioners Court  
411 Elm Street  
Dallas, Texas 75201


Dear Mr. Clemson:

Enclosed please find the following documents:


2. Motion for Approval by the Federal Bankruptcy Court to Execute Supplemental Indenture of Trust; and

3. Judge Felsenthal’s Order Granting Motion for Approval to Execute Supplemental Indenture of Trust, finding that the proposed supplementation of the Restated Indenture is in the best interest of the estate.

These documents were referenced in our letter of March 7, 2001 1991, and were requested by the NCTHFDC Board of Directors. Please supplement our March 7, 2001 letter with these...
documents and place them in the Agenda Packets for consideration and review during the March 20, 2001 briefing session.

If you have any questions, please do not hesitate to contact this office.

Sincerely,

Robert E. Luna
Lorna L. Rankin

Enc.

cc: VIA FACSIMILE

Board Members of the North Central Texas Health Facilities Development Corp.

Dr. Pamela Blackwell-Johnson, President
Mrs. Dawn Enoch Moore, Vice President/Treasurer
Mr. Dave F. Vedral, Assistant Secretary
Mr. P. Thomas Blair, Board Member

cc: HAND DELIVERY

Judge Lee Jackson
Commissioner Jim Jackson
Commissioner Mike Cantrell
Commissioner John Wiley Price
Commissioner Kenneth A. Mayfield
Mr. J. Allen Clemson

Dallas County Commissioners Court
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Mr. Russell L. Reid, Jr., Esq. (w/o enc.)
Mr. Michael L. Malone, Esq. (w/o enc.)
Vinson & Elkins L.L.P.
3700 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201-2975
March 13, 2001

BY FAX - (214) 521-1738

Lorna L. Rankin, Esq.
Law Offices of Robert E. Luna, P.C.
4411 N. Central Expressway
Dallas, Texas 75205

Re: In re Tri-City Health Centre, Inc.
Case No. 98-35770-SAF-7 in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division

Dear Ms. Rankin:

Attached for your reference is The Bank of New York’s Motion for Approval to Execute Supplemental Indenture of Trust, as well as Judge Felsenthal’s order finding that the proposed supplementation of the Restated Indenture is in the best interest of the estate.

Please let me know if I can be of any further assistance in this regard.

Very truly yours,

Russell L. Reid, Jr.

Attachments

c: Ms. Irene Siegel
R. Chix Miller, Esq.
Michael L. Malone, Esq. [Firm]
MOTION FOR APPROVAL TO EXECUTE SUPPLEMENTAL INDENTURE OF TRUST

The Bank of New York, Indenture Trustee ("BNY"), hereby files this Motion for Approval to Execute Supplemental Indenture of Trust, and in support thereof would show the Court as follows:

BACKGROUND

1. Only July 3, 1998 (the "Petition Date"), Tri-City Health Centre, Inc. (the "Debtor") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code.

2. The Debtor owns or leases, and until June 2000 operated, one or more health care facilities (the "Facilities"), all of which are located in and around Dallas, Texas.

3. As referenced herein, the term "bonds" refers to the North Central Texas Health Facilities Development Corporation Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project) Series 1991 (the "Bonds"), issued by the North Central Texas Health Facilities Development Corporation (the "Issuer") in connection with that certain Indenture of Trust dated as of June 15,
1991 (the "Indenture"), wherein the Debtor is defined as "Borrower." The rights and obligations of the Debtor as Borrower are further stated in that certain Loan Agreement dated as of June 15, 1991 (the "Loan Agreement"), Deed of Trust (with Security Agreement and Assignment of Rents and Leases) dated as of June 15, 1991 (the "Deed of Trust"), and Forbearance Agreement dated as of May 1, 1993 (the "Forbearance Agreement").

4. The Facilities and all fixed assets of the Debtor are pledged to the Indenture Trustee. In addition to fixed assets, the Debtor has pledged all of its current assets and receivables to the Indenture Trustee.

5. In effect, the Debtor has granted as collateral all of the Debtor's real property, personal property, and intangible property or its interests therein.

6. As of the Petition Date, the Debtor was in default under the terms and conditions of the Indenture, the Loan Agreement, the Deed of Trust, the Forbearance Agreement, and/or any and all other loan documents governing the Bonds (collectively, the "Bond Documents").

7. The outstanding principal indebtedness due in connection with the Bonds and pursuant to the Bond Documents, and any and all other documents governing the Bonds, on the Petition Date was approximately $17,900,000.00. As of the Petition Date, the Debtor also owed $297,588.06 of accrued, unpaid, prepetition interest related thereto, which represented, in whole or in part, the interest accrual from May 1, 1998 through June 3, 1998. As of the Petition Date, all of these obligations were current liabilities of the Debtor.

8. Ultimately, the Debtor proposed and obtained confirmation of its First Amended Plan of Reorganization (as amended and modified, the "Plan"). The Court entered the confirmation order
on June 4, 1999, which became final on June 14, 1999. The effective date of the Plan occurred on August 11, 1999 (the “Effective Date”).

9. According to pleadings filed by the Debtor, the Plan was substantially consummated after the Effective Date, including the issuance of Amended Hospital Revenue Bonds (the “New Bonds”) and the execution of an Amended and Restated Indenture of Trust dated as of June 15, 1999 (the “Restated Indenture”), an Amended and Restated Loan Agreement dated as of June 15, 1999, and various other loan documents governing the New Bonds.

10. On or about June 2, 2000, Medicare discontinued all funding to the hospital. On June 5, 2000, the Debtor’s board of directors resolved to discontinue operations and to close the hospital as quickly and as reasonably as possible.

11. On September 29, 2000, the Debtor filed a Notice of Conversion to Chapter 7. An Order Converting Case to Chapter 7 was entered on October 2, 2000.

12. In order to facilitate the Indenture Trustee’s ability to respond in a timely fashion to any future bondholder direction with respect to foreclosure, the Indenture Trustee sought and obtained on October 11, 2000 an order granting relief from the automatic stay.¹

13. Thereafter, holders of not less than fifty-one percent (51%) in aggregate principal amount of the New Bonds (the “Bondholder Group”) proposed a plan to reopen the hospital through a foreclosure sale of the Facilities to a new 501(c)(3) corporation in consideration of an assumption of the outstanding bond indebtedness.

¹Significantly, the lift stay order provides that the Indenture Trustee’s right to exercise its rights against the collateral does not extend at this time to the Indenture Trustee’s interest in the proceeds from the Debtor’s lawsuit against Randolph Gillum and others or its interest in the cash held in the Debtor’s bank accounts, now in possession of the Chapter 7 Trustee, such issues expressly to be determined by a subsequent order of the Court.
14. The Bondholder Group has requested that the Issuer and the Indenture Trustee execute that certain Supplemental Indenture of Trust, a true and correct copy of which is attached hereto as Exhibit A.

15. Out of an abundance of caution, because the supplementation does bear on the disposition of property of the Debtor’s estate, the Indenture Trustee seeks this Court’s approval to execute the Supplemental Indenture of Trust.

THE MOTION

16. Pursuant to Section 10.01 of the Restated Indenture, the Issuer and the Indenture Trustee may, without the consent of, or notice to, the bondholders, enter into such indentures or agreements supplemental thereto (which supplemental indentures or agreements shall thereafter form a part of the Restated Indenture) to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in the Restated Indenture, or to make any provisions with respect to matters arising under the Restated Indenture or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the owners of the New Bonds.

17. Pursuant to Section 10.02 of the Restated Indenture, exclusive of supplemental indentures covered by Section 10.01 and those prohibited by Section 10.02(a) - 10.02(d) of the Restated Indenture, the owners of not less than fifty-one percent (51%) in Aggregate Principal Amount of the Bonds then outstanding affected thereby, shall have the right, from time to time, to consent to and approve the execution by the Issuer and the Indenture Trustee of such indenture or indentures supplemental thereto as shall be deemed necessary or desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding in any particular manner any of the terms or provisions contained in the Restated Indenture.
18. Pursuant to Sections 10.01 and/or 10.02 of the Restated Indenture, the Bondholder Group has consented to and approved the execution of Supplemental Indenture of Trust, which effects the replacement as of the Effective Date of the first paragraph of Section 8.02(a) of the Restated Indenture with the language set forth in Section 1 of the Supplemental Indenture of Trust. This replacement makes clear that acceleration of the principal of only the Notes does not result in an automatic acceleration of the principal of the Bonds and therefore facilitates the Bondholders' plan.

WHEREFORE, PREMISES CONSIDERED, BNY prays that this Court enter an order authorizing its execution of the Supplemental Indenture of Trust and granting it such other and further relief to which it may be justly entitled.

Respectfully submitted,

Russell L. Reid, Jr.
Texas Bar No. 16746020
VINSON & ELKINS L.L.P.
3700 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201-2975
(214) 220-7824
(214) 999-7824 [Fax]

ATTORNEYS FOR THE BANK OF NEW YORK, INDENTURE TRUSTEE

CERTIFICATE OF SERVICE

I hereby certify that on March 13, 2001, true and correct copies of the foregoing document were served by United States first-class mail, postage prepaid, on the parties on the attached Service List:

Russell L. Reid, Jr.
SUPPLEMENTAL INDENTURE OF TRUST

THIS SUPPLEMENTAL INDENTURE OF TRUST dated as of March 1, 2001 (the “Supplemental Indenture”), between NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION, a nonstock nonprofit health facilities development corporation duly organized and existing under the laws of the State of Texas (the “Issuer”), and THE BANK OF NEW YORK, having an office and principal place of business in New York, and existing under the laws of the State of New York, as Trustee, being authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, supplements that certain Amended and Restated Indenture of Trust dated as of June 15, 1999 (the “Restated Indenture”), which amended and restated that certain Indenture of Trust dated as of June 15, 1991 (the “Original Indenture”), between the Issuer and the Trustee (as successor in trust to The Frost National Bank of San Antonio).

WITNESSETH:

WHEREAS, the Issuer was created pursuant to the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code, as amended, hereinafter defined as the “Act;” and

WHEREAS, the Issuer is authorized by the Act to sell and deliver its bonds for the purpose of financing or refinancing the cost of a health facility, as defined in the Act; and

WHEREAS, the Issuer is further authorized by the Act to make a loan of the proceeds of its bonds in the amount of all or part of the cost of the health facility or health facilities for which such bonds have been authorized and, at the option of the Issuer, for the deposit to a reserve fund or reserve funds for the bonds; and

WHEREAS, the Issuer has previously issued its Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project) Series 1991 (the “Original Bonds”) pursuant to the Original Indenture; and

WHEREAS, the Issuer loaned the proceeds of the Original Bonds to Tri-City Health Centre, Inc. (the “Hospital”) pursuant to a Loan Agreement dated as of June 15, 1991 (the “Original Agreement”), between the Issuer and the Hospital; and

WHEREAS, pursuant to a Debtor’s First Amended Plan of Reorganization that was confirmed by an Order Confirming Plan entered by the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, the Original Indenture and the Original Bonds were amended and restated as set forth in the Restated Indenture, and such amended and restated Original Bonds were designated as the “North Central Texas Health Facilities Development Corporation Amended Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project) Series 1991” (the “Amended Bonds”); and
WHEREAS, the Issuer and the Trustee desire to supplement the Restated Indenture pursuant to the provisions of Sections 10.01 and 10.02 thereof; and

WHEREAS, the initially capitalized terms contained in this Supplemental Indenture shall have the meanings attributed thereto in the Restated Indenture; and

WHEREAS, the owners of 51% in Aggregate Principal Amount of the Bonds Outstanding have, pursuant to the provisions of Section 10.02 of the Restated Indenture, consented to and approved the execution of this Supplemental Indenture by the Issuer and the Trustee; and

WHEREAS, the execution and delivery of this Supplemented Indenture, pursuant to the provisions of the Act, have been in all respects duly and validly authorized by a resolution duly adopted and approved by the Board of Directors of the Issuer; and

WHEREAS, the Issuer has authorized the execution and delivery of this Supplemental Indenture; and

NOW, THEREFORE, the Issuer and the Trustee hereby mutually agree as follows:

SECTION 1. Remedies on Event of Default.

(a) Notwithstanding anything contained in the Restated Indenture to the contrary, the Trustee may, and upon written direction of the owners of not less than 25% in Aggregate Principal Amount of the Bonds then Outstanding shall, declare the principal of all of the Bonds and/or the Notes to be due and payable immediately by a notice in writing to the Issuer and the Hospital (and to the Trustee if given by the Bondholders), and upon such declaration such principal and any accrued interest shall become immediately due and payable; provided that in the event of such an acceleration of the principal of all of the Notes (as distinguished from the principal of all of the Bonds), the principal of all of the Bonds shall remain Outstanding and shall not become due and payable until such time as the Trustee shall accelerate the principal of all of the Bonds Outstanding either pursuant to the terms of this Section 8.02(a) or pursuant to the terms contained in the balance of the Restated Indenture, as supplemented.

SECTION 2. Effective Date.

This Supplemental Indenture shall take effect on  the Effective Date.
IN WITNESS WHEREOF, the North Central Texas Health Facilities Development Corporation has caused this Supplemental Indenture to be executed on its behalf by an authorized signatory and its corporate seal to be hereunto affixed and attested by an authorized signatory, and the Bank of New York has caused this Supplemental Indenture to be executed on its behalf by its duly authorized officer to evidence its acceptance of the trusts hereby created, all as of the date first above written.

NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION

By: ________________________________
    Authorized Signatory

(SEAL)

Attest:

______________________________
    Authorized Signatory

THE BANK OF NEW YORK, as Trustee

By: ________________________________
    Authorized Officer
IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re: TRI-CITY HEALTH CENTRE, INC.,
a Texas nonprofit corporation,
Debtor.

Case No. 398-35770-SAF-7

ORDER GRANTING MOTION FOR APPROVAL
TO EXECUTE SUPPLEMENTAL INDENTURE OF TRUST

CAME ON FOR CONSIDERATION the Motion for Approval to Execute Supplemental
Indenture of Trust filed by The Bank of New York, Indenture Trustee (the "Motion"). The Court,
having considered the Motion, finds that this supplementation of the Restated Indenture, as such
term is defined in the Motion, is in the best interest of the estate.

It is therefore

ORDERED, ADJUDGED, and DECREED that North Central Texas Health Facilities
Development Corporation and The Bank of New York shall be and hereby are authorized to execute
the Supplemental Indenture of Trust in the form attached to the Motion.


HONORABLE STEVEN A. FELSENTHAL
UNITED STATES BANKRUPTCY JUDGE
March 7, 2001

HAND DELIVERED

Mr. J. Allen Clemson
Court Administrator
Dallas County Commissioners Court
411 Elm Street
Dallas, Texas 75201

Re: North Central Texas Health Facilities Development Corporation - Tri-City Health Centre, Inc. Project Series 1991: Supplemental Indenture of Trust

Dear Mr. Clemson:

This letter is to provide you with a synopsis of the issue currently before the Board of Directors of the North Central Texas Health Facilities Development Corporation.

As you know, North Central Texas Health Facilities Development Corporation issued bonds to Tri-City Health Centre, Inc. in 1991 in the amount of $17,380,066.44 to discharge the 1989 bonds issued for the purpose of renovation and expansion of the hospital’s facilities. Since 1991, Tri-City filed for Chapter 11 Bankruptcy. On May 19, 1999, the Bankruptcy Court approved Tri-City’s Reorganization Plan. Under the plan, the lowering of the interest rate and extension of the maturity date of the outstanding bonds restructured the Series 1991 bonds. The Internal Revenue Code and the Treasury Regulations issued thereunder required a new TEFRA hearing, and the TEFRA approval by the Commissioners Court prior to the tax “reissuance” of the series 1991 Bonds. Therefore Tri-City was required to go through the application/approval process again even though it was not seeking additional funds.

Since that time, Tri-City has closed its hospital. The June 7, 2000, Bond Buyer Publication reported that Tri-City Health Centre, Inc. decided to close its general acute care hospital located at 7525 Scyene Road, Dallas, Texas when Medicare suspended payments after an
audit determined the hospital had been overpaid by several million dollars. Medicare froze all future payments. About 65% of the non-profit hospital’s $40 million or so in annual revenue came from Medicare payments for treating the elderly. Tri-City remains in Bankruptcy Court. There has also been litigation with a prior owner.

The item presented to the NCTHFDC Board in its called meeting held on March 5, 2001 was the request from Mr. R. Chix Miller of Sell & Melton as Bond Counsel and Mr. Richard Matthews of Marion Bass Securities, as the owner of more than 51% of the bonds and proxy for 70% of the bondholders, to supplement the 1999 Amended and Restated Indenture of Trust to clarify Section 8.02(a) Remedies on Event of Default. They are not seeking money from the North Central Texas Health Facilities Development Corporation. Under the 1999 Amended and Restated Indenture of Trust, an owner of more than 51% of the bonds can direct the Trustee, the Bank of New York, on how to proceed in the handling of the bonds. Mr. Matthews discussed with and obtained the approval of the Trustee, which is represented by Vinson & Elkins, before coming to the NCTHFDC Board. The officers in attendance on March 5, 2001, included Dr. Pamela Blackwell-Johnson, President, Mrs. Dawn Enoch Moore, Vice President/Treasurer and Mr. Dave F. Vedral, Assistant Secretary. Mr. P. Thomas Blair was absent. One place is currently vacant.

Mr. Miller and Mr. Mathews request this supplementation for clarification purposes. It is their intent to be able to foreclose on the property and accelerate the Notes without accelerating the bonds. It is their plan to foreclose on the existing building, establish another 501(c)(3) corporation to then assume the existing debt, leaving the bonds outstanding and reopening the hospital at its present location.

The supplementation is underlined below:

For purposes of clarification the first paragraph of Section 8.02(a) of the Restated Indenture is hereby restated as follows:

(a)  Notwithstanding anything contained in the Restated Indenture to the contrary, the Trustee may, and upon written direction of the owners of not less than 25% in Aggregate Principal Amount of the Bonds then Outstanding shall declare the principal of all of the Bonds and/or the Notes to be due and payable immediately by a notice in writing to the Issuer and the Hospital (and to the Trustee if given by the Bondholders), and upon such declaration such principal and any accrued interest shall become immediately due and payable; provided
that in the event of such an acceleration of the principal of all of the Notes (as distinguished from the principal of all the Bonds), the principal of all of the Bonds shall remain Outstanding and shall not become due and payable until such time as the Trustee shall accelerate the principal of all of the Bonds Outstanding either pursuant to the terms of this Section 8.02(a) or pursuant to the terms contained in the balance of the Restated Indenture, as supplemented.

A concern at the Board’s meeting was whether or not this change in the provisions of the Amended and Restated Indenture of Trust was a supplementation of the document or an amendment. This becomes an issue due to Article IV Covenants of Issuer of the 1999 Amended and Restated Indenture of Trust which states in pertinent part as follows:

Section 4.03. Supplemental Indentures: Recordation of Indenture and Supplemental Indentures. The Issuer will execute and deliver all indentures supplemental hereto, and Bond Counsel will file this Indenture, the Agreement, and all supplements hereto and thereto...

The Board has previously agreed to the execution of supplements, therefore, additional approval by the Commissioners Court is not required. However, substantive amendments would require approval by the Commissioners Court.

Pursuant to the terms of the Section 4.03 of the 1999 Amended and Restated Indenture of Trust, it is the opinion of this firm that the NCTHFDC Board may make the requested changes to the Indenture, as they are supplements as defined by the prior documents. Nevertheless, the NCTHFDC Board believes the Commissioners Court should be fully advised of the request, and welcomes any review or input by the Commissioners Court.

The Board also expressed concern about whether the requirements under Section 10.01 of the 1999 Amended and Restated Indenture of Trust had been met.

Section 10.01. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may, without the consent of, or notice to, the Bondholders, enter into trust indentures or agreements supplemental hereto (which supplemental indentures or agreements shall thereafter form a part hereof) for any one or more of the following purposes: (b) to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent
provision contained in this Indenture, or to make any provisions with respect to
matters arising under this Indenture or for any other purpose if such provisions
are necessary or desirable and do not adversely affect the interests of the
owners of the Bonds.

In an effort to facilitate the process, the Board, Mr. Miller, and Mr. Mathews, based upon the
recommendation of general counsel, agreed to the following:

1. Mr. Miller and Mr. Matthews will file a Motion with the Federal
bankruptcy Judge requesting an Order stating that the “change” in the
Amended and Restated Indenture of Trust is a supplementation and
present a copy of the Order to the Board prior to final approval of the
Resolution.

2. The following language contained in the Supplemental Indenture, will
be reworded from “Section 8.02(a) of the Restated Indenture is hereby
struck in its entirety and replaced with the following new Section
8.02(a) in its stead:” to read: “For purposes of clarification the first
paragraph of Section 8.02(a) of the Restated Indenture is hereby restated
as follows:”

3. The following opinion letters will be submitted to the Board:
   a. An opinion letter from Mr. Miller, Bond Counsel, that in his
      opinion, the “change” in the Amended and Restated Indenture of
      Trust is a supplementation; and
   b. An opinion letter from Mr. Matthews, owner of over 51% of
      bonds and representing 70% of the bondholders, that this action
      will not adversely affect the interests of the owners of the Bonds.

4. A letter from Russell Reid of Vinson & Elkins, attorney for the Bond
   Trustee, stating that Vinson & Elkins has reviewed and commented on
   the form of the Supplemental Indenture and that its comments were
   accepted and has no opposition to the document.

5. The following provision will be added to the Resolution under Section
(2) Receipt by the Issuer from the Bankruptcy Court having jurisdiction over the disposition of the Project of an order containing a finding that the Supplemental Indenture is "supplemental" to the Restated Indenture within the meaning of 4.03 of the Restated Indenture; and

6. The Board will submit the matter to the Commissioners Court for review.

Copies of the revised resolution, opinion letter from Mr. Miller, opinion letter from Mr. Matthews, and letter from Vinson & Elkins, L.L.P., are attached to this letter for reference. With these reassurances in place, the Board approved the following Resolution by a vote of 3 ayes (Dr. Blackwell-Johnson, Mrs. Dawn Enoch Moore and Mr. Dave F. Vedral) 0 Noes and 0 abstentions:

Subject to approval in Federal Bankruptcy Court with regard to a finding of supplementation, the Board approves the Resolution authorizing the Supplemental Indenture of Trust with respect to the Bonds designated "North Central Texas Health Facilities Development Corporation Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project) Series 1991" and the execution and delivery of certain documents in connection therewith and resolving related matters.

If you have any questions, please do not hesitate to contact this office.

Sincerely,

[Signature]

Robert E. Luna

Lorna L. Rankin

Enc.
cc: VIA FACSIMILE

Board Members of the North Central Texas Health Facilities Development Corp.

Dr. Pamela Blackwell-Johnson, President
Mrs. Dawn Enoch Moore, Vice President/Treasurer
Mr. Dave F. Vedra!, Assistant Secretary
Mr. P. Thomas Blair, Board Member

cc: HAND DELIVERY

Judge Lee Jackson
Commissioner Jim Jackson
Commissioner Mike Cantrell
Commissioner John Wiley Price
Commissioner Kenneth A. Mayfield
Mr. J. Allen Clemson

Dallas County Commissioners Court
411 Elm Street
Dallas, Texas 75202

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Mr. Richard Matthews (w/o enc.)
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Mr. Russell L. Reid, Jr., Esq. (w/o enc.)
Mr. Michael L. Malone, Esq. (w/o enc.)
Vinson & Elkins L.L.P.
3700 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201-2975
March 7, 2001

North Central Texas Health Facilities Development Corporation
c/o Robert E. Luna, Esq.
4411 North Central Expressway
Dallas, Texas 75201

Re: $17,900,00 North Central Texas Health Facilities Development Corporation
Amended Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project), Series
1991 (the "Amended Bonds")

Ladies and Gentlemen:

Unless otherwise indicated, the initially capitalized terms contained herein have the
same meanings as those attributed to such terms in that certain Amended and Restated
Indenture of Trust, dated as of June 15, 1999 (the "Restated Indenture"), between North
Central Texas Health Facilities Development Corporation, a nonprofit corporation authorized
by the Health Facilities Development Act, Chapter 222, Texas Health and Safety Code, as
amended (the "Act") to issue revenue bonds to accomplish the public purposes of the Act (the
"Issuer") and The Bank of New York, having an office and principal place of business in New
York, and existing under the laws of the State of New York, being authorized as Trustee (the
"Trustee") (as successor in trust to The Frost National Bank of San Antonio), as supplemented
by that certain Supplemental Indenture, dated as of March 1, 2001 (the "Supplemental
Indenture"), between the Issuer and the Trustee.

We drafted the Supplemental Indenture that was approved by Resolution of the Issuer at
its meeting on March 5, 2001. It is our opinion that the Supplemental Indenture is
March 7, 2001
Page 2

"supplemental" to the Restated Indenture within the meaning of that term as used in Section 4.03 of the Restated Indenture.

Sincerely,

SELL & MELTON, L.L.P.

R. Chix Miller, Esq.
A Partner
Marion Bass Securities Corporation  
1301 Hightower Trail, Suite 300  
Atlanta, Georgia 30330  
Telephone 770 518-9011  
Facsimile: 770 518-0419

March 7, 2001

North Central Texas Health Facilities Development Corporation  
c/o Robert E. Luna, Esq.  
4411 North Central Expressway  
Dallas, Texas 75201

Re: $17,900,000 North Central Texas Health Facilities Development Corporation  
Amended Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project), Series  
1991 (the “Amended Bonds”)

Ladies and Gentlemen:

Initially capitalized terms used herein have the same meanings as those attributed to  
such terms in that certain Amended and Restated Indenture of Trust, dated as of June 15, 1999  
(the “Restated Indenture”), between North Central Texas Health Facilities Development  
Corporation, a nonprofit corporation authorized by the Health Facilities Development Act.  
Chapter 222, Texas Health and Safety Code, as amended (the “Act”) to issue revenue bonds to  
accomplish the public purposes of the Act (the “Issuer”) and The Bank of New York, having  
an office and principal place of business in New York, and existing under the laws of the State  
of New York, being authorized as Trustee (the “Trustee”) (as successor in trust to The Frost  
National Bank of San Antonio), as supplemented by that certain Supplemental Indenture, dated  
as of March 1, 2001 (the “Supplemental Indenture”), between the Issuer and the Trustee.

Pursuant to Section 8.02(a) of the Restated Indenture, the undersigned, as holder  
(directly or by proxy) of seventy percent (70%) of the above-described Amended Bonds, plans,  
once the Supplemental Indenture is executed by the Issuer and Trustee, to direct the Trustee (1)  
to declare the principal of all of the Notes to be due and payable immediately by a notice in  
writing to the Issuer and the Hospital (defined in the Restated Indenture), and (2) to foreclose  
upon the Project.
March 7, 2001

Page 2

Pursuant to Section 10.01 of the Restated Indenture, the undersigned, after analysis of the current facts and circumstances surrounding the condition of the Project, certifies to the Issuer its belief that the actions of the Trustee in response to the foregoing expected directions will not adversely affect the interests of the owners of the Amended Bonds.

Sincerely,

MARION BASS SECURITIES CORPORATION

[Signature]

Richard M. Matthews, Sr Vice President
March 7, 2001

BY FAX - (214) 521-1738

Lorna L. Rankin, Esq.
Law Offices of Robert E. Luna, P.C.
4411 N. Central Expressway
Dallas, Texas 75205

Re: In re Tri-City Health Centre, Inc.
Case No. 98-35770-SAF-7 in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division

Dear Ms. Rankin:

As you are aware, Vinson & Elkins L.L.P. represents The Bank of New York as indenture trustee in connection with the above-referenced proceeding.

Vinson & Elkins has reviewed and commented on the form of the Supplemental Indenture of Trust that has been presented to the North Central Texas Health Facilities Development Corporation. As I indicated in my previous communications to you, Vinson & Elkins' comments were incorporated into Supplemental Indenture of Trust and we have no opposition to the document.

Please let me know if you have any questions in this regard.

Very truly yours,

Russell L. Reid, Jr.

c: Ms. Irene Siegel
    R. Chix Miller, Esq.
    Michael L. Malone, Esq. [Firm]
CERTIFICATE OF SECRETARY

THE STATE OF TEXAS §
COUNTY OF DALLAS §
NORTH CENTRAL TEXAS HEALTH §
FACILITIES DEVELOPMENT §
CORPORATION §

I, the undersigned Secretary of the Board of Directors of North Central Texas Health Facilities Development Corporation (the "Corporation"), HEREBY CERTIFY as follows:

1. That on the 5th day of March, 2001, the Board of Directors (the "Board") of the Corporation convened in special session by telephone in compliance with Section 2.2 of the Bylaws of North Central Texas Health Facilities Development Corporation; and the duly constituted members of the Board being as follows:

   Dr. Pamela Blackwell         President
   Ms. Dawn Enoch Moore         Vice President/Treasurer
   Mr. Dave F. Vedral           Assistant Secretary
   Mr. P. Thomas Blair          Board Member

   and all of said persons were present at said meeting except P. Thomas Blair, thus constituting a quorum. Among other business considered at said meeting (the "Meeting"), the attached resolution (the "Resolution") entitled:

   A RESOLUTION AUTHORIZING THE SUPPLEMENTAL INDENTURE OF TRUST WITH RESPECT TO THE BONDS DESIGNATED "NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION HOSPITAL REVENUE BONDS (TRI-CITY HEALTH CENTRE, INC. PROJECT) SERIES 1991" AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND RESOLVING RELATED MATTERS

   was introduced and submitted to the Board for passage and adoption. After presentation and due consideration of the Resolution, a motion was made and seconded that the Resolution be finally passed and adopted. The motion was carried by the following vote.

   _3_ voted "For"  _0_ voted "Against"  _0_ abstained

2. That the attached Resolution is a true and correct copy of the original on file in the official records of the Corporation; the duly qualified and acting members of the Board on the date of the Meeting are those persons shown above; according to the records of my office, each member of the Board of Directors was given notice of the time, place, and purpose of the Meeting, had actual
notice that the Resolution would be considered, and each of the members consented to the holding of the Meeting for such purpose.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Corporation, this the ___ day of March, 2001.

Authorized Signatory
North Central Texas Health Facilities
Development Corporation

(SEAL)
A RESOLUTION AUTHORIZING THE SUPPLEMENTAL INDENTURE OF TRUST WITH RESPECT TO THE BONDS DESIGNATED "NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION HOSPITAL REVENUE BONDS (TRI-CITY HEALTH CENTRE, INC. PROJECT) SERIES 1991" AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND RESOLVING RELATED MATTERS

WHEREAS, this nonprofit corporation (the "Issuer") is authorized by the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code, as amended (the "Act") to issue revenue bonds to accomplish the public purposes of the Act; and

WHEREAS, upon the request of Tri-City Health Centre, Inc., a Texas nonprofit corporation (the "Borrower"), the Issuer issued a series of revenue bonds designated North Central Texas Health Facilities Development Corporation Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project) Series 1991" (the "Bonds") pursuant to the Act to finance certain health facilities (the "Project"); and

WHEREAS, the Issuer and The Bank of New York, having an office and principal place of business in New York, and existing under the laws of the State of New York, being authorized as trustee (the "Trustee") (as successor in trust to The Frost National Bank of San Antonio) to accept and execute trusts by virtue of the laws of the United States of America of the character set out in that certain Indenture of Trust, dated as of June 15, 1991 (the "Original Indenture") pursuant to the terms of which the Bonds were issued, have subsequently entered into that certain Amended and Restated Indenture of Trust, dated as of June 15, 1999 (the "Restated Indenture"); and

WHEREAS, the initially capitalized terms contained herein shall have the meanings attributed thereto in the Restated Indenture; and

WHEREAS, pursuant to Section 10.01 of the Restated Indenture, the Issuer and the Trustee may, without the consent of, or notice to, the Bondholders, enter into such indentures or agreements supplemental thereto (which supplemental indentures or agreements shall thereafter form a part of the Restated Indenture) to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in the Restated Indenture, or to make any provisions with respect to matters arising under the Restated Indenture or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the owners of the Bonds; and

WHEREAS, pursuant to Section 10.02 of the Restated Indenture, exclusive of supplemental indentures covered by Section 10.01 and those prohibited by Section 10.02(a) - 10.02(d) of the Restated Indenture, the owners of not less than fifty-one percent (51%) in Aggregate Principal Amount of the Bonds then Outstanding affected thereby, shall have the right, from time to time, to consent to and approve the execution by the Issuer and the Trustee of such indenture or indentures supplemental thereto as shall be deemed necessary or desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding in any particular manner any of the terms or provisions contained in the Restated Indenture; and

WHEREAS, the Issuer and the Trustee desire to enter into that certain Supplemental Indenture of Trust, dated as of March 1, 2001, or such later date as shall be approved by the President or Vice President of the Issuer (the "Supplemental Indenture"); and

WHEREAS, the holders of not less than fifty-one percent (51%) in Aggregate Principal Amount of the Bonds Outstanding affected by such Supplemental Indenture have consented thereto; and
WHEREAS, the Board of Directors (the "Board") of the Issuer deems it appropriate to grant such request to enter into the Supplemental Indenture; and

WHEREAS, the members of the Board have been given notice in accordance with the Issuer’s bylaws (or have waived such notice) of the meeting at which this Resolution has been considered;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION:

SECTION 1. Preamble.

The statements and findings in the preamble of this Resolution are hereby adopted and made a part of this Resolution.


(a) The Issuer hereby approves and authorizes the execution and delivery by the Issuer of the Supplemental Indenture, substantially in the form presented at the meeting of the Issuer on March 17, 2001, and the execution and delivery by the Issuer of such other documents and the taking of such other action as is appropriate to effect the implementation of said Supplemental Indenture; provided that the adoption of this Resolution is subject to satisfaction of the following conditions:

(1) Receipt by the Issuer of the consent to the Supplemental Indenture of the holders of not less than fifty-one percent (51%) in Aggregate Principal Amount of the Bonds Outstanding affected by the Supplemental Indenture delivered to the Issuer;

(2) Receipt by the Issuer from the Bankruptcy Court having jurisdiction over the disposition of the Project of an order containing a finding that the Supplemental Indenture is "supplemental" to the Restated Indenture within the meaning of Section 4.03 of the Restated Indenture; and

(3) Payment by the Borrower or holders of the Bonds of expenses incurred by the Issuer, including reasonable attorneys' fees and expenses, in connection with the Issuer’s approval and execution of the Supplemental Indenture.

(b) A copy of this Resolution and of the Supplemental Indenture shall be filed with the permanent records of the Issuer.

SECTION 3. Authorized Officers.

The officers of the Board (each as an authorized officer) are each hereby authorized, on the Issuer’s behalf, to do all things necessary or convenient to carry out the terms and purposes of this Resolution, including (without limitation) the execution and delivery of the document(s) authorized to be executed and delivered hereby.

SECTION 4. Time of Taking Effect.

This Resolution shall take effect immediately upon its adoption.
SUPPLEMENTAL INDENTURE OF TRUST

between

NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION

and

THE BANK OF NEW YORK
as Trustee

pertaining to

North Central Texas Health Facilities Development Corporation
Hospital Revenue Bonds
(Tri-City Health Center, Inc. Project), Series 1991

Dated as of March 1, 2001
SUPPLEMENTAL INDENTURE OF TRUST

THIS SUPPLEMENTAL INDENTURE OF TRUST dated as of March 1, 2001 (the "Supplemental Indenture"), between NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION, a nonstock nonprofit health facilities development corporation duly organized and existing under the laws of the State of Texas (the "Issuer"), and THE BANK OF NEW YORK, having an office and principal place of business in New York, and existing under the laws of the State of New York, as Trustee, being authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, supplements that certain Amended and Restated Indenture of Trust dated as of June 15, 1999 (the "Restated Indenture"), which amended and restated that certain Indenture of Trust dated as of June 15, 1991 (the "Original Indenture"), between the Issuer and the Trustee (as successor in trust to The Frost National Bank of San Antonio).

WITNESSETH:

WHEREAS, the Issuer was created pursuant to the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code, as amended, hereinafter defined as the "Act;" and

WHEREAS, the Issuer is authorized by the Act to sell and deliver its bonds for the purpose of financing or refinancing the cost of a health facility, as defined in the Act; and

WHEREAS, the Issuer is further authorized by the Act to make a loan of the proceeds of its bonds in the amount of all or part of the cost of the health facility or health facilities for which such bonds have been authorized and, at the option of the Issuer, for the deposit to a reserve fund or reserve funds for the bonds; and

WHEREAS, the Issuer has previously issued its Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project) Series 1991 (the "Original Bonds") pursuant to the Original Indenture; and

WHEREAS, the Issuer loaned the proceeds of the Original Bonds to Tri-City Health Centre, Inc. (the "Hospital") pursuant to a Loan Agreement dated as of June 15, 1991 (the "Original Agreement"), between the Issuer and the Hospital; and

WHEREAS, pursuant to a Debtor's First Amended Plan of Reorganization that was confirmed by an Order Confirming Plan entered by the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, the Original Indenture and the Original Bonds were amended and restated as set forth in the Restated Indenture, and such amended and restated Original Bonds were designated as the "North Central Texas Health Facilities Development Corporation Amended Hospital Revenue Bonds (Tri-City Health Centre, Inc. Project) Series 1991" (the "Amended Bonds"); and
WHEREAS, the Issuer and the Trustee desire to supplement the Restated Indenture pursuant to the provisions of Sections 10.01 and 10.02 thereof; and

WHEREAS, the initially capitalized terms contained in this Supplemental Indenture shall have the meanings attributed thereto in the Restated Indenture; and

WHEREAS, the owners of 51% in Aggregate Principal Amount of the Bonds Outstanding have, pursuant to the provisions of Section 10.02 of the Restated Indenture, consented to and approved the execution of this Supplemental Indenture by the Issuer and the Trustee; and

WHEREAS, the execution and delivery of this Supplemented Indenture, pursuant to the provisions of the Act, have been in all respects duly and validly authorized by a resolution duly adopted and approved by the Board of Directors of the Issuer; and

WHEREAS, the Issuer has authorized the execution and delivery of this Supplemental Indenture; and

NOW, THEREFORE, the Issuer and the Trustee hereby mutually agree as follows:

SECTION 1. Remedies on Event of Default.

(a) Notwithstanding anything contained in the Restated Indenture to the contrary, the Trustee may, and upon written direction of the owners of not less than 25% in Aggregate Principal Amount of the Bonds then Outstanding shall, declare the principal of all of the Bonds and/or the Notes to be due and payable immediately by a notice in writing to the Issuer and the Hospital (and to the Trustee if given by the Bondholders), and upon such declaration such principal and any accrued interest shall become immediately due and payable; provided that in the event of such an acceleration of the principal of all of the Notes (as distinguished from the principal of all of the Bonds), the principal of all of the Bonds shall remain Outstanding and shall not become due and payable until such time as the Trustee shall accelerate the principal of all of the Bonds Outstanding either pursuant to the terms of this Section 8.02(a) or pursuant to the terms contained in the balance of the Restated Indenture, as supplemented.

SECTION 2. Effective Date.

This Supplemental Indenture shall take effect on the Effective Date.
IN WITNESS WHEREOF, the North Central Texas Health Facilities Development Corporation has caused this Supplemental Indenture to be executed on its behalf by an authorized signatory and its corporate seal to be hereunto affixed and attested by an authorized signatory, and the Bank of New York has caused this Supplemental Indenture to be executed on its behalf by its duly authorized officer to evidence its acceptance of the trusts hereby created, all as of the date first above written.

NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION

By: ____________________________

Authorized Signatory

(SEAL)

Attest:

______________________________

Authorized Signatory

THE BANK OF NEW YORK, as Trustee

By: ____________________________

Authorized Officer
DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION

BETTY CULBREATH-LISTER
DIRECTOR

TO: COMMISSIONERS COURT

FROM: Betty Culbreath-Lister, Director
Health and Human Services Department

DATE: March 20, 2001

SUBJECT: RENTAL AGREEMENT WITH MEDICAL EQUIPMENT DESIGNS, INC.

BACKGROUND

Dallas County Health and Human Services is requesting the Commissioners' Court approval to enter into a rental agreement with Medical Equipment Designs, Inc. ("M.E.D.") for an Alexandrite laser machine. Dallas County Health and Human Services began the tattoo removal program on March 1, 2000, as an anti-gang initiative. The Texas Attorney General's Office selected Dallas County as one of 14 sites in Texas for the creation of a tattoo removal program. The tattoo removal program operates with three volunteer doctors and a collaborative effort with the Dallas Fire Department, Dallas Police Department, and the Dallas County Juvenile Department. Currently, the tattoo removal program is using an infrared coagulator machine (ICA). The ICA machine causes scarring of the skin. Therefore, the volunteer doctors have recommended using a laser machine, because it is less painful.

The effective date of the contract is April 1, 2001 through September 30, 2001.

IMPACT ON OPERATIONS

There is no impact on operations.

LEGAL IMPACT

The rental agreement is to be signed by the County Judge after approval by the Commissioners' Court. The District Attorney's Office, Civil Section, has reviewed and modified the contract content, and the contract has been approved as to form.
FINANCIAL CONSIDERATIONS

The total cost for the rental of the tattoo removal laser machine is $5,000 for the remainder of FY2001. The tattoo removal program has generated a total of $16,610 in fees. The Office of Budget and Evaluation projects that the fees collected will cover the rental cost of the tattoo laser machine.

RECOMMENDATION

It is recommended that the Commissioners' Court does hereby approve the rental agreement with Medical Equipment Designs, Inc. ("M.E.D."), and authorizes the County Judge to sign the agreement on behalf of Dallas County.

Recommended by: Betty Culbreath-Lister, Director

attachment

c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Acting Budget Officer
RENTAL AGREEMENT BETWEEN
MEDICAL EQUIPMENT DESIGNS, INC.
(“M.E.D.”) AND DALLAS COUNTY HEALTH
AND HUMAN SERVICES

I. PURPOSE

County desires to assist those members of the Dallas County community who wish to remove tattoos from their body. The alexandrite laser is specifically designed for the removal of tattoos; primarily the black, blue, and green tattoos and works extremely well on amateur tattoos.

II. TERM

The effective date of the contract will be April 1, 2001 through September 30, 2001.

III. RATE OF RENTAL

County will be charged five hundred dollars ($500.00) for a three-hour session with the equipment. County shall pay M.E.D. pursuant to this Agreement in accordance with the Prompt Payment Act.

IV. LOCATION OF EQUIPMENT

M.E.D. shall deliver the equipment described in Exhibit “A” to County as designated, with the times to be pre-arranged with County.
V.
TECHNICIAN

M.E.D. shall furnish a technician to stand by during the treatments to insure that the equipment is calibrated and working properly. The M.E.D. shall furnish all eyewear necessary to perform any and all treatments, including eyewear for the patient and the physician.

VI.
CARE OF EQUIPMENT

M.E.D. shall provide for the registration and licensing of the equipment described in Exhibit “A” and shall comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment.

VII.
MAINTENANCE AND REPAIR

M.E.D. agrees to keep the equipment in good repair and operating condition. M.E.D. also agrees to pay all expenses of maintaining and repairing the equipment to keep it in peak operating condition. Expenses of repair shall include labor, material, parts, and similar items.

VIII.
LIABILITY AND INDEMNIFY FOR PERSONAL INJURIES

Liability for injury, disability, and death of workers and any other persons caused by handling, or transporting the equipment during the term of this Agreement shall be assumed by M.E.D. and M.E.D. shall indemnify and hold County harmless from and against all such liability.

IX.
DUTY TO INSURE

M.E.D., at all times, shall maintain a personal liability insurance policy in the amount of three hundred thousand dollars ($300,000.00) per single occurrence for bodily injury or death.

X.
TAXES AND FEES

If applicable, M.E.D. shall pay all taxes, assessments, license, and registration fees on the equipment during the term of this Agreement.
XI.  
OWNERSHIP OF EQUIPMENT  
Title to the equipment shall at all times remain with M.E.D.

XII.  
ASSIGNMENT  
M.E.D. shall not assign this Agreement without the prior written consent of County.

XIII.  
ENTIRE AGREEMENT  
This Agreement including all exhibits constitutes the entire understanding between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

XIV.  
WARRANTIES  
M.E.D. warrants that the equipment described in Exhibit “A” is merchantable and fit for the particular purpose of safely and effectively removing tattoos from the human body.

XVI.  
NOTICES  
Any notice required or permitted under this Agreement shall be given by certified mail, postage prepaid, return receipt requested, addressed as follows:

TO COUNTY:  
Betty Culbreath-Lister, Director  
Department of Health and Human Service  
2377 N. Stemmons Freeway  
Suite 644-LB 12  
Dallas, Texas 75207-2710

TO M.E.D.:  
Wayne Nettles  
Medical Equipment Designs, Inc.  
2100 N. Hwy. 360, # 2105  
Grand Prairie, Texas 75050
SEVERABILITY

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

XVIII.
APPLICABLE LAW

This Agreement is expressly made subject to County’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code, and all applicable State of Texas and federal laws. This agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

XIX.
FORMAL COURT APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court.

By their signatures below, the duly authorized representatives of County and M.E.D. accept the terms of this Agreement in full.

EXECUTED THIS THE _______ day of ____________________, 2001.

COUNTY:  M.E.D.

BY: Lee F. Jackson
    County Judge

BY: Wayne Nettles
    President

APPROVED AS TO FORM:

BY: John Dahill
    Assistant District Attorney
    Advisory Chief, Civil Section

Recommended by: Betty Culbreath-Lister, Director
The Alexandrite Laser effectively treats pigmented lesions, black, blue, green and other tattoo colors. It provides deep penetration to treat pigmented lesions like Nevus of Ota. The laser minimizes skin texture changes, resulting in minimal scarring, tissue splatter and pinpoints bleeding, which is less painful to the patients.

<table>
<thead>
<tr>
<th>Product Specifications</th>
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<tbody>
<tr>
<td>Laser Type</td>
<td>Alexandrite laser</td>
</tr>
<tr>
<td>Operating Mode</td>
<td>Q-switched</td>
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<tr>
<td>Wavelength</td>
<td>755 nm (nominal)</td>
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<tr>
<td>Pulse Rate</td>
<td>User controlled single or repetitive pulsing (5 Hz maximum)</td>
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<td>Pulse Duration</td>
<td>50 ns (nominal)</td>
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<td>Delivery System</td>
<td>Optical fiber, user replaceable</td>
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<td>Spot Size</td>
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<tr>
<td></td>
<td>2 mm, 4 mm optional</td>
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<tr>
<td>Energy Density</td>
<td>2 mm: 10 - 12 J/cm</td>
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<tr>
<td></td>
<td>3 mm: 5 - 10 J/cm</td>
</tr>
<tr>
<td></td>
<td>4 mm: 3 - 5.5 J/cm</td>
</tr>
<tr>
<td>Size (H x W x D)</td>
<td>46&quot; x 14&quot; x 22&quot;</td>
</tr>
<tr>
<td></td>
<td>114 cm x 36 cm x 55 cm(without power cord)</td>
</tr>
<tr>
<td>Operating Weight</td>
<td>250 lbs (114 kg)</td>
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<td>Electrical requirements</td>
<td>200/208/230 VAC±10% single phase.12 A</td>
</tr>
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</table>

The Alexandrite laser will be utilized by Dallas County Health and Human Services Department on the following dates:

April 25, 2001
May 23, 2001
June 13, 2001
June 20, 2001
July 18, 2001
July 25, 2001
August 15, 2001
August 22, 2001
September 12, 2001
September 19, 2001
DATE: March 14, 2001 (for Briefing March 20, 2001)

TO: Dallas County Commissioners Court

FROM: Kimberly Key Gilles for Bill Hill/District Attorney

RE: Family Violence Supplemental Grant Application –SECOND BRIEFING

Background
Last week the court was briefed on a plan to seek funding from federal sources for the family violence project as a back up plan in case state funds did not become available. The state applications were approved by the Commissioners Court in November 2000 to replace the federal grant which was believed to be ending. At the time of the March 13th briefing, it was believed that the State sponsored Victims of Crime Act (VOCA) and Violence Against Women Act (VAWA) would be funded and the state Fund 421 results would not be known before the federal grant filing deadline. The court was asked in last week’s briefing to approve a federal application that duplicated the Fund 421 application in case it was not funded. The purpose of this briefing is to advise the court of the changes since last week and to seek approval to file an amended federal grant application.

Operational Impact
Dallas County was notified in writing this week that the state VAWA application would not be funded. Verbal notification was received advising that the Fund 421 application would be funded in a reduced amount and that the results of the VOCA application are still undecided. The federal grant application briefed last week includes county positions that are now approved under 421. Those positions have been removed from the federal application and replaced with the unfunded full-time VAWA position and the VOCA positions that are still unknown. It is deemed prudent to submit this revised briefing and application for continued federal funding.

Financial Impact
The continuation grant requires no match. There is no financial impact in making this application. If the state VOCA application and the federal “Policies to Encourage Arrest and Enforcement of Protective Order Program” applications are both approved, one will be withdrawn.

Legal Impact
All documents pertaining to the filing of the grant application and any inter-local agreements or contracts must be signed by the District Attorney as project director and by the County Judge on behalf of the County.

Recommendation
The District Attorney’s Office recommends that the Commissioners Court approve the revised application of the continuation grant to the U. S. Department of Justice, and recommends that the County Judge be authorized to sign all related documents.
APPLICATION FOR FEDERAL ASSISTANCE

1. DATE RECEIVED BY STATE: 45
2. DATE RECEIVED BY FEDERAL AGENCY: __________
3. FEDERAL IDENTIFIER: __________

APPLICANT INFORMATION
Legal Name: DALLAS COUNTY
Address: 3333 INDUSTRIAL BLVD. LB19
DALLAS TEXAS 75219

Organizational Unit: DISTRICT ATTORNEY
Name and telephone number of the person to be contacted on matters involving
the application (give area code): MARVIN JONES, GRANTS ADMINISTRATOR
214-633-3783

EMPLOYER IDENTIFICATION (EIN)
75-600905

TYPE OF APPLICATION

□ New □ Continuation □ Revision
If Revision, enter appropriate letter(s) in box(s): □ □
A.
B.
C.
D.
E.
F.
G.
H.
I.
J.
K.
L.
M.
N.

INCREASE AWARD □ DECREASE AWARD □ INCREASE DURATION
□ DECREASE DURATION □ OTHER (SPECIFY): .

CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER
TITLE: GRANTS TO ENCOURAGE ARREST POLICIES

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
DALLAS COUNTY DOMESTIC VIOLENCE PROJECT

AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):
DALLAS COUNTY

PROPOSED PROJECT
Start Date: 09/01/01
Ending Date: 08/31/02

ESTIMATED FUNDING

a. Federal $352,926.00
b. Applicant $0.00
c. State $0.00
d. Local $0.00
e. Other $0.00
f. Program Income $0.00
g. TOTAL $352,926.00

IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
□ Yes, □ No. □ PROGRAM IS NOT COVERED BY E.O. 12372
□ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
□ Yes, □ No. If "Yes," attach an explanation:

To the best of my knowledge and belief, all data in this application/pre-application are true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

Typed Name of Authorized Representative: HONORABLE LEE JACKSON
Title: COUNTY JUDGE
Telephone No: 214-633-7777
Date Signed: __________
B. Project Narrative

1. Need for the Project

Continued funding will allow Dallas County to maintain the advancements and improvements we have made since receiving funding since 1997 while we seek to have our local communities and other sources take over the funding of our project. Continued funding for the felony prosecutor is needed because the number of felony family violence cases filed and disposed of in Dallas County continues to increase. At the beginning of 2000, 541 felony FV cases were pending while at the end of 2000, 743 cases were pending. This increase in pending cases was due to an increase in the number of case filings because the case dispositions increased from 250 in the 1st quarter of 2000 to 429 by the 4th quarter of 2000. Continued funding of the protective order prosecutor is necessary because the Dallas County DA's Office applies for more PO's than any other county in Texas and the number of applicants continues to increase each year. In 1997, we applied for 1,722 PO applications, in 1998 that number increased to 1,831 and in 1999 applications swelled to 2013. The number for 2000 indicate we applied for almost 2000 PO's again. In order to maintain this level of advocacy and protection of victims, the number of PO prosecutors cannot drop. The misdemeanor clerk position is responsible for sending written notices of the pending charges and court information to every misdemeanor victim of domestic violence whose case is filed the DA's Office. Additionally, this clerk organizes and files all the essential evidence in each of the more than 2000 pending misdemeanor FV cases including 911 tapes, photographs, medical records, civil court documents, witness statements and prosecutor's notes. The Dallas Police Department detective is part of the specialized Target/Repeat offender program which focuses on repeat DV offenders and on arresting defendants with outstanding family violence arrest warrants. The Civil Attorneys will assist victims of family violence in
matters of civil law within the guidelines of the grant program and the Domestic Violence Case Workers and the Domestic Violence Assistant will assist the victims of domestic violence in preparing and filing civil court documents, counseling victims of domestic violence.

The target populations for this project are the victims of domestic violence in Dallas County with special emphasis on the historically under served populations of Spanish speaking victims, victims in small and rural areas, and economically disadvantaged victims. All victims in the City of Dallas will benefit from the detective in Dallas Police Department’s FV unit and all victims in Dallas County, but particularly disadvantaged victims, will benefit from the additional prosecutor in the protective order division. Any victim can utilize the DA’s Office to obtain a PO; however, poor victims have no choice but to rely on the DA’s Office because the DA’s Office obtains PO’s at no charge to the victim.

Dallas County has a population of 1,853,810 (1990 Census) and has 32 law enforcement filing agencies. The cities and towns that comprise Dallas County are extremely varied ranging from urban, inner city, suburban, and rural areas. Likewise, the residents of Dallas County are economically and culturally diverse with large segments of traditionally under served population such as poor women and women in the African American (19.96%), Hispanic (16.59%), Asian and Middle Eastern Communities (9.66%).

Dallas County has several types of resources and services currently available to victims of domestic violence including 5 shelters, 3 of which also offer transitional housing. The District Attorney’s Office has a dedicated FV section that prosecutes all misdemeanor and felony family violence cases and a protective order division that obtains PO’s at no cost for any victim in the county who qualifies for a PO. Dallas Police Department and several other of the smaller police departments have also established specialized units to exclusively handle FV cases.
Additionally, the county has designated one court to hear all misdemeanor FV cases and one half of another court.

2. **What Will be Done**

1. Implement mandatory arrest or pro-arrest policies and programs in police departments. The Dallas County DA's Office continue to encourage the police departments in Dallas County to institute programs and policies that encourage the arrest of the perpetrators of Domestic Violence.

2. Centralize domestic violence cases. The Dallas County DA’s Office will continue the centralization of the processes relating to the issuance of Protective Orders and the prosecution of domestic violence cases.

3. Strengthen legal advocacy service programs for victims of domestic violence. The Dallas County DA’s Office will continue to strengthen legal services to victims of domestic violence by funding two civil attorneys under a STOP grant from the state.

4. Enforcement of protective orders and implementation of the full faith and credit provision of the Violence Against Women Act. Dallas County District Attorney’s Office will continue to promote the enforcement of protective orders by taking prompt action on cases where the orders have been disregarded. The office will work with the police departments in enforcement of the orders.

5. Community-driven initiatives to address violence against women among diverse, traditionally underserved populations. The District Attorney’s Office through the use of the protective order prosecutor funded by this grant will continue to serve the traditionally underserved victims of domestic violence. These attorneys work with poor women, are free of costs and require no appointment.
6. Community policing to reduce and prevent violence against women. The Dallas Police Department detective funded by this grant is part of the specialized Target/Repeat offender program which focuses on repeat DV offenders and on arresting defendants with outstanding family violence warrants.

3. **Who Will Implement the Project.**

The responsibility for the grant will be with the Dallas County District Attorney’s Office. The DA’s Office will work with the Dallas Police Department, the DeSoto Police Department and Legal Services of North Texas directly and will fund positions with each of these agencies through either this grant or other grants through the state.

The DA’s Office will continue to collaborate with the same agencies as at present. This collaboration has worked very well and continues to be a solid base for services to victims of domestic violence.

4. **How Success Will Be Measured.**

Specific measuring information consists of the increase in the number of victims contacted and consulted, cases disposed, speed in which cases are disposed, number of protective orders applied for, percent of PO’s obtained, and number of victims who receive civil legal assistance.

The periodic reports regarding these findings will be used to determine whether changes need to be made or procedures revised in the system response.

The results of this program will indicate the effectiveness of pro-arrest, pro-prosecution policies in reducing domestic violence. The accompanying increase in successful prosecutions and client satisfaction will serve as additional indicators of why pro-arrest policies, when coupled with effective evidence gathering, information sharing, and a pro-victim system response
50

at every level can produce the long term, far reaching effects of domestic violence.

5. **The Products.**

1. Policy and procedure manuals

2. Implementation narratives for use by both smaller judicial areas, service providers, and county-wide agencies

3. Peer reviewed community awareness brochures

4. Training curricula for all disciplines

5. Program models for centralized communication and tracking, small urban police agency response.

6. Case studies

7. Report regarding violence victims in the family court system

6. **Related Federal Projects**

1. The only active Federal grant award supporting this or related efforts is the present grant which funds the project through August 31, 2001.

2. We have no pending applications for Federal money other than this application.

3. No other direct Federal dollars are involved.

4. This project compliments the State’s STOP Violence Against Women Implementation Plan in that it works directly with State STOP dollars within the District Attorney’s Office of Dallas County. The Dallas District Attorney’s Office is the recipient of two State STOP grants and one State Victim of Crime Act grant. These grants fund a protective order prosecutor, a regional training coordinator and a protective order case manager. Dallas County pays for other attorneys, investigators, clerical staff and various administrative staff who
work in relationship to various parts the grant.
GRANTS TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF PROTECTIVE ORDERS PROGRAM

BUDGET SUMMARY

<table>
<thead>
<tr>
<th>Category</th>
<th>CJD</th>
<th>Grantee</th>
<th>In-Kind</th>
<th>Total</th>
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<td>$0</td>
<td>$0</td>
<td>$352,926</td>
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</tbody>
</table>

ESTIMATED PROGRAM INCOME
The project does not anticipate any program income.

PERSONNEL
Total, $352,926
Salaries, $282,431

1 ADA IV $58,374 x 100% of time = $58,374
1 Clerk, Grade 8 $33,351 x 100% of time = $33,351
1 Domestic Violence Assistant $29,106 x 100% of time = $29,106
1 Domestic Violence Investigator $56,873 x 100% of time = $56,873
1 Civil Attorney $48,593 x 50% of time = $24,297
1 Civil Attorney $35,808 x 50% of time = $17,904
1 Domestic Violence Case Worker $31,051 x 100% of time = $31,051
1 Domestic Violence Case Worker $31,475 x 100% of time = $31,475

These seven full-time equivalents will provide the following services: prosecute domestic violence cases through the district courts of Dallas County, support to the staff in prosecution of domestic violence and investigation of domestic violence cases. The investigator will be an officer of the Dallas Police Department as part of the collaboration along with other participants in the collaboration. The two Civil Attorneys will work 50% of their time on the project with the balance being paid by agency from other funds. The civil attorneys will assist the victims of domestic violence in preparing and filing civil documents, counseling victims of domestic violence.

Fringe Benefits, $70,495
$70,495 fringe based on $282,431 in salaries.

PROFESSIONAL AND CONTRACTUAL SERVICES
Total, $0
Professional Services, $0
Contractual Services, $0
The project does not anticipate any grant related expenditures in these categories.
GRANTS TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF PROTECTIVE ORDERS PROGRAM

TRAVEL AND TRAINING
Total, $0
Local Milage, $0
In-state travel and training costs, $0
Out-of-state travel and training costs, $0
The project does not anticipate any grant related expenditures in these categories.

EQUIPMENT
Total, $0
Computer equipment, $0
Other equipment, $0
The project does not anticipate any grant related expenditures in these categories.

SUPPLIES
Total, $0
Office supplies, $0
Furniture, $0
Project supplies, $0
Vehicle operating costs, $0
Costs of space, $0
Communication costs, $0
Services and other costs, $0
The project does not anticipate any grant related expenditures in these categories.

INDIRECT COSTS
Total, $0
The project does not anticipate any grant related expenditures in this category.
DATE : March 8, 2001
TO : Allen Clemson, Commissioners Court Administrator
FROM : Gary Lindsey, Captain, Patrol Division
SUBJECT : Law Enforcement Protection for TxDOT Maintenance Operations

Background Information

On June 25, 1996, the Commissioners Court approved an Agreement between Dallas County and the Texas Department of Transportation wherein the Sheriff's Department provides law enforcement protection to TxDOT employees and the traveling public during TxDOT maintenance operations. The agreement has been renewed annually and was last briefed on March 8, 2000. The contract is now up for renewal and will cover a twelve month period beginning on the date the Agreement is executed. The last contract was not used but TxDOT has asked to renew the contract in case maintenance operations need to be done in the next year.

Impact on Operations and Maintenance

TxDOT performs maintenance operations on highways in Dallas County during the evening and night time hours. Often times these projects move through several cities at one time. They have requested that the Sheriff's Department provide traffic control at the highway sites to protect both the TxDOT construction crews and the public. No project are currently anticipated but having an agreement in place will allow the maintenance work to be done when needed.

The Sheriff's Department will provide one deputy in a marked vehicle during the hours of work. The department will use an off-duty deputy and since the maintenance work is during off-peak hours, a marked unit will be available.

Financial Impact/Considerations

TxDOT reimburses the County for actual overtime hourly rate of pay of the deputy and mileage of $0.33 per mile.

Legal Impact

The contract was been reviewed and revised by the District Attorney's Office last year. The contract has been sent to the District Attorney's Office for review again and is the same contract as last year except for the dates and the name of the current TxDOT Maintenance Supervisor.
The Sheriff’s Department recommends renewal of the contract between the Texas Department of Transportation and Dallas County to provide law enforcement services for TxDOT maintenance crews and the public during TxDOT maintenance projects.

Gary Lindsey  
Captain

Reviewed and Approved  
Jesse Herrera, Assistant Chief Deputy, Operation Services  Date  3-10-01

Reviewed and Approved  
David Kuykendall, Chief Deputy, General Services  Date  3-4-01
ORDER NO: ________________

DATE: ________________

STATE OF TEXAS §§

COUNTY OF DALLAS §§

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the ____________ day of ______________________, 2001, on motion made by __________________________, the following Order was adopted:

WHEREAS, on March 20, 2001 the Dallas County Commissioners Court was briefed on the renewal of an agreement between the Texas Department of Transportation and Dallas County to provide law enforcement services for the Texas Department of Transportation maintenance crews and the public; and

WHEREAS, the Texas Department of Transportation desires to perform certain maintenance operations and work on certain highways, primarily during off peak hours; and

WHEREAS, the Texas Department of Transportation has requested the County, through the Sheriff’s Department, provide law enforcement protection to Texas Department of Transportation employees and the public during the maintenance operations; and

WHEREAS, the Sheriff’s Department is willing to provide the requested services and Dallas County will be reimbursed for the salary and benefits of the off-duty deputies for the use of a marked patrol vehicle at $3.33 per mile.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Commissioners Court approves the execution of the Agreement between Dallas County and the Texas Department of Transportation to provide law enforcement services for Texas Department of Transportation maintenance crews and the traveling public and further authorizes the County Judge to sign all documents on behalf of Dallas County.

DONE IN OPEN COURT this the ____________ day of ______________________, 2001.

__________________________  ____________________________  ____________________________
Lee F. Jackson                  Jim Jackson                Mike Cantrell
County Judge                   Commissioner District #1  Commissioner District #2

__________________________  ____________________________
John Wiley Price                Kenneth A. Mayfield
Commissioner District #3         Commissioner District #4

___________________________________________________________
Recommended By: _________________________________________
Jesse Herrera, Assistant Chief Deputy
AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN COUNTY OF DALLAS AND STATE OF TEXAS

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called "State" or "TxDot" and the County of Dallas, acting by and through its duly elected Commissioners Court, hereinafter called "County".

WITNESSETH

WHEREAS, TxDot has control, jurisdiction and operation of a system of highways within the County of Dallas, Texas; and

WHEREAS, TxDot desires to perform certain maintenance operations and work on certain highways during the day and night time hours; and

WHEREAS, TxDot has requested the County, by and through the Sheriff's Department, to provide law enforcement protection to TxDot employees and the traveling public during these maintenance operations; and

WHEREAS, the County Commissioners Court on the _____ day of ____________________, 2001, passed Court Order No. ________________ authorizing participation in this program attached hereto and made a part hereof for all purposes as Exhibit "B".

AGREEMENT

NOW, THEREFORE, in consideration of the premises and agreement of the parties hereto to be by them respectively kept and performed as hereinafter set forth, TxDot and County do mutually agree as follows:

I. PURPOSE

The County shall provide law enforcement services to TxDot's traveling maintenance convoy as it performs certain maintenance operations and work during day time and night time hours along the highways of Dallas County, Texas to protect TxDot employees and the traveling public.

II. GENERAL PROVISIONS

A. The majority of the maintenance operations will be conducted during night time hours, Sunday through Friday. The hours of operations shall be from 8:00 p.m. to 6:00 a.m.

B. Upon occasions, TxDot may find it necessary to conduct maintenance operations during the day time hours, from 8:00 a.m. to 5:00 p.m. and law enforcement protection may be needed. These day time operations will be limited to unusual or unexpected circumstances or events, such as but not limited to, force majeure, traffic accidents, hazardous material spills and unexpected damage to the highway facilities. When and if these unexpected circumstances or events arise, every effort shall be made by TxDot to provide County with as much advance notice as possible for County's scheduling requirements.

C. The duration of this Agreement and the maintenance operations herein shall be for a period of twelve (12) months, beginning on the date this Agreement is last executed.
D. The areas of operation shall be on those highways as shown in bold, black print on Exhibit "A" attached hereto and made a part hereof for all purposes.

E. County and State shall be responsible for its own acts and deeds, respectively and the acts and deeds of its employees and representatives.

F. County shall be responsible for all insurance coverage for all County owned vehicles used in this program and for all worker's compensation coverage for its employees engaged in this program to the extent and in the amount as provided by state law.

III. DUTIES AND RESPONSIBILITIES OF THE COUNTY

A. The County shall, by and through its Sheriff's Department, provide deputy sheriff assistance to follow the maintenance operations convoy of TxDot while TxDot is performing its maintenance operations and duties on a nighttime basis. Those responsibilities are as follows:

1. To deter the traveling public from entering into the maintenance work zone.

2. To provide for the safety of TxDot employees' safe passage on and along the highways during the performance of the maintenance operations, duties and functions.

3. To effect an arrest of any citizen, who in the opinion of the officer on duty, is warranted.

B. The Sheriff's Department shall provide or be responsible for the following:

1. Provide one deputy sheriff at all times during the hours of operation.

2. Provide one marked sheriff's department vehicle with emergency lights and all necessary equipment to carry out the duties and responsibilities herebefore set forth.

3. Effect arrests, if warranted. The on-duty deputy sheriff shall remain at all times with the maintenance convoy. Should an on-duty deputy sheriff believe an arrest is warranted, he or she shall call for law enforcement assistance to effect the arrest. TxDot shall incur no additional costs, such as but not limited to additional mileage costs, personnel costs or court appearance costs, as a result of said arrest.

4. Provide any other supplies or materials as the County deems necessary to perform its duties and responsibilities under this Agreement at no additional costs to the State.

5. Keep a daily route sheet of the miles traveled while the on-duty deputy sheriff is performing the duties.

6. The County's representative shall provide TxDot a twenty-four (24) hours phone number for the purposes as hereinafter provided under Article IV, C, D, E and F.

IV. DUTIES AND RESPONSIBILITIES OF TxDOT

A. TxDot shall reimburse the County for the personnel services of one deputy sheriff during the hours and days of operation as specified herein above. The dollar amount shall be the actual calculated hourly rate of pay that the on-duty deputy sheriff receives as compensation as an employee of the County. This hourly rates includes any and all fringe benefits. The amount to be paid any on-duty deputy sheriff at any time shall never exceed $30.00 per hour.
B. TxDot shall reimburse the County for the
nightly-use of one sheriff’s department vehicle at the rate of $0.33 per
mile for the services provided. The payment of the $0.33 per mile shall be based on the County’s route sheet as
herebefore mentioned.

C. If TxDot knows in advance that work will not be performed for night time work any day, a reasonable effort will
be made to notify County’s representative by telephone, twenty-four hours in advance. No charges will be
incurred by TxDot to the County in such an event.

D. If unforeseen events, such as but not limited to weather conditions, major accidents, or damage to the highway that
curtail said maintenance operations, immediately prior to the beginning of work, i.e., 8:00 p.m., TxDot shall not
be required to notify County but will make a reasonable effort to do so. No charges will be incurred by TxDot in
such an event.

E. Should any unforeseen event, as described above, occur after work begins and it becomes necessary to suspend
the maintenance operation, TxDot shall be responsible for personnel and mileage charges for actual hours worked
up to the time of the suspension of work.

F. TxDot shall call the County’s representative on a daily basis to provide the work location for the work to be
performed on each given day.

V. PAYMENT

A. The County shall, twice monthly, submit to TxDot on the State’s Form 132 Billing Statement or other type of
invoice acceptable to TxDot. The billing statement shall document the work performed, including personnel and
mileage costs. Attached to the billing statements shall be the County’s rate sheets for the billing period. In
addition, the kinds and amounts of services rendered must be specifically listed in sufficient detail to clearly
describe the services and costs. If additional space is needed, an attachment labeling it Schedule A, may be
submitted.

B. The State shall make payment to the County within thirty (30) days from receipt of County’s request for payment
provided that the request is properly prepared, executed and documented.

C. An original and four (4) copies of the Billing Statement should be submitted to the following address:

Texas Department of Transportation
Dallas County Northwest Area Engineer
12000 Greenville Avenue
Dallas, Texas 75243

VI. REPRESENTATIVES

A. The designated representative for TxDot shall be Mr. Timothy Prasifka, Maintenance Supervisor for the Dallas
County Northwest Maintenance Office at 12000 Greenville Avenue, Dallas, Texas 75243.

B. The designated representative for County shall be Captain Gary Lindsey, Dallas County Sheriff’s Department.

C. Any notice provided under this Agreement shall be as shown hereinafore.
VII. TERMINATION

This Agreement may be terminated by any of the following reasons:

A. By mutual agreement and consent of both parties.

B. By TxDot to County in writing as consequences of failure by County to perform the duties and services herein set forth in a satisfactory manner.

C. By the unavailability of funding for this Project.

D. By successful completion of the Project.

VIII. PRIOR AGREEMENTS SUSPENDED

This Agreement represents the entire understanding between the parties and no modification, change or alteration of this Agreement shall take place without first being consented to by both parties in writing.

IN TESTIMONY WHEREOF, the State of Texas and the County of Dallas have executed in duplicate counterparts this Agreement. This Agreement becomes effective when last executed.

DALLAS COUNTY

By: ________________________________
    Lee F. Jackson, County Judge

Date: ______________________________

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work program heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order No. 100002.

By: ________________________________
    Jay R. Nelson, P.E.
    Dallas District Engineer

Date: ______________________________
March 8, 2001

TO: Commissioners Court
FROM: Earl Bullock, County Clerk
SUBJECT: Request Approval to Purchase Modular Furniture for the Trust Office

BACKGROUND: A Section of the old Personnel Division is nearing renovation completion and will be ready for move-in soon. The space is being prepared to support a modular furniture installation.

I would like to make the modular installation since: (1) Existing furniture is old and worn. (2) The Trust Manager has no desk or chair and is currently using the desk & chair provided for visiting judges that use the adjacent courtroom.

COST: The cost to outfit the Trust Division at the average amount of $2,900.00 per work station will be approximately $20,300.00. (Seven work stations)

RECOMMENDATION: The County Clerk recommends the approval of $20,300.00 from County Clerk's Records Management and Preservation Fund (914/913 Fund) to pay for the needed modular furniture.

cc: John Dahill, Assistant District Attorney
    Virginia Porter, Auditor
    Ryan Brown, Interim Budget Director
    Jim Barrett, Facilities Management
    Dan Savage, Assistant Administrator for Operations
MEMORANDUM

Date: March 14, 2001
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director
Subject: Accepting "Excess" Furniture from the Internal Revenue Service

The Juvenile Department has been contacted by the Internal Revenue Service (IRS) about the availability of "excess" furniture. The IRS staff use the term "excess" to describe furniture and equipment that is being replaced. The IRS is planning several office moves in the next few months and expects a significant amount of "excess" furniture to be available. Juvenile Department staff have visited three of the IRS locations and found the furniture targeted for replacement to be in good shape and appropriate to meet some of our office furniture needs. The IRS would make any equipment that we needed available, as long as we were able to transport the furniture ourselves and in conjunction with their planned move dates. The IRS is still in the planning stages for all of the office moves and have promised to keep us informed of the time frames.

There are three complete office workstations that will be available from the IRS office located at 4050 Alpha Road. The workstations are scheduled to be dismantled on March 23, 2001 and the IRS requires that we pick them up that afternoon. We request that Commissioners Court authorize the Juvenile Department to accept these three workstations from the IRS for installation at the Henry Wade Juvenile Justice Center. We also request that the Court authorize the Facilities Management Department to provide the appropriate staff or contract resources to assist in acquiring and installing these three workstations from the IRS.

We will develop an inventory of other "excess" furniture and equipment and submit a request for acceptance by the Court. We will also coordinate with Facilities to identify the best method for obtaining and installing the furniture and include that information in our briefing.

Recommended by: Michael K. Griffiths, Director

2600 Lone Star Drive, Box 5  Dallas, Texas 75212  (214) 698-2200
March 5, 2001

TO: Commissioners Court
FROM: Bruce R. Sherbet, Elections Administrator
SUBJECT: On-Site Support for Election Systems

ISSUE

On August 8, 1998, Commissioners Court passed Court Order 98-1552, which authorized the purchase of a voting system and provided for on-site support for elections conducted through December 1999. On February 8, 2000, Commissioners Court passed Court Order 2000-283, which approved on-site support for the voter registration and election systems for the 2000 election cycle. The vendor, Election Systems & Software has submitted an updated cost projection for the 2001-02 election cycle. Below listed are the per election costs for on-site support for the voter registration, early voting and election day voting systems:

On-Site Support for the 2001-02 Election Cycle

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<tr>
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<th>Year 2001</th>
<th>Year 2002</th>
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<tr>
<td></td>
<td>May</td>
<td>June</td>
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<tr>
<td>Project Management</td>
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<tr>
<td>Yr 2001 - May = 4 weeks, Nov = 4 weeks on site Yr 2002 - March = 6 weeks, May = 4 weeks, Nov = 7 weeks on site</td>
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<td>Ballot Layout &amp; Coding (Assistance Review)</td>
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<tr>
<td>Yr 2001 - May &amp; Nov = 1 Week On-Site Support Yr 2002 - March = 2 weeks, May = 1 Week, Nov = 2 weeks On-Site Support</td>
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<tr>
<td>L&amp;A Testing (Assistance)</td>
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<td>-</td>
</tr>
<tr>
<td>ES&amp;S Created Test Deck &amp; One Week On-Site Testing March &amp; November 2002</td>
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<tr>
<td>Pre-Election (Mock) Testing</td>
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<tr>
<td>Included @ cost (3 day on-site simulation of election day, with ES&amp;S Election Day Support on-site team)</td>
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</table>


### Election Day Support

3 days of Technical Support, including:
- On-Site Project Manager
- Software Reporting Manager
- Network Management (Comm Server)
- (2) Quality Control
- Warehouse Equipment Technician
- Central Equipment Technician

VR - Early Voting Election Support
- First (3) days of early voting and last (2) days of early voting

Votronic Early Voting Support
- First (3) days of early voting and last (2) days of early voting

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<th>16,533</th>
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<th>80,714</th>
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All pricing is inclusive of expenses

Optional -----
- Rental Units (Model 550's) = $5,000 each unit
- Rental Units (Votronics + PEB's) = $450 each unit
- Rental Units (Model 100's) = $750 each unit

#### Equipment Maintenance (Per Agreement)

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<td>Warranty &amp; 1st Maintenance - Votronics</td>
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<td>-</td>
<td>92,502</td>
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</table>

#### Other
- PCMCIA Card Replacements (515 cards @ $100)
- Warranty 5 Years Central Units (Does not include PM)
- Warranty - per unit charge on 100’s & Votronics (Does not include PM)

#### Software
- QNX Operating Systems License = $744.00 per yr.
- 2 Node DOS NXE for QNX = $294.00 per yr.
- 2 Node Onlinke for QNX = $392.00 per yr.
- Program Your Own (PYO) = $2,300.00 per yr.

## SCHEDULE

The elections scheduled for on-site support are listed as follows:

- May 5, 2001 Joint Election
- June 2, 2001 Joint Runoff Election
- November 6, 2001 Constitutional Amendment Election
- March 12, 2002 Primary Elections
- April 9, 2002 Primary Runoff Elections
- May 4, 2002 Joint Election
- June 1, 2002 Joint Runoff Election
- November 5, 2002 General Election
COST

Per election cost for on-site support for the election system is listed as follows:

May 5, 2001 Joint Election - $59,688 (Paid by election participants)
June 2, 2001 Joint Runoff Election (Cost is subject to the number of runoff participants)
November 6, 2001 - $59,688
March 12, 2002 - $83,225 ($43,908 paid by state primary funds)
April 9, 2002 (Cost is subject to number of runoff races subsequent to the primaries)
May 4, 2002 Joint Election - $65,900 (Paid by election participants)
June 1, 2002 Joint Runoff Election (Cost is subject to the number of runoff participants)
November 5, 2002 General Election - $92,348

RECOMMENDATION

It is recommended that the Dallas County Commissioners Court approve the on-site support costs for the 2001-2002 election cycle.

Recommended by

[Signature]

Bruce R. Sherbet, Elections Administrator
Dallas County Data Services

TO: J. Allen Clemson
Dallas County Commissioners Court Administrator

FROM: Sandra K. Peters
Computer Operations Supervisor, SCT/Information Technology Services

THRU: John Nero
Account Executive, SCT/Information Technology Services

SUBJECT: Contract for data services between Don A. Tittle, Attorney At Law and Dallas County.

DATE: March 8, 2001

Background

A request has been received from Don A. Tittle, Attorney at Law, to purchase the following: a daily report R09941 Inmates Booked in During Last 24 Hours.

Financial Impact/Considerations

Cost Recovery

<table>
<thead>
<tr>
<th>Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Fee</td>
<td>$75.00</td>
</tr>
<tr>
<td>Set Up Cost</td>
<td>$70.00</td>
</tr>
<tr>
<td>Daily Report R06641, Inmates Booked in During Last 24 Hours</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>Total First Quarter Cost</td>
<td>$1,270.00</td>
</tr>
<tr>
<td>Succeeding Quarterly Cost</td>
<td>$1,125.00</td>
</tr>
</tbody>
</table>

Project Schedule

Implementation by SCT/Information Technology Services will commence within thirty days of the contract execution date.

Recommendation

SCT/Information Technology Services recommends this request.

Reviewed By: John Hennessey, Management Information Systems Director

504 Records Building  Dallas, TX 75202  Phone: (214) 653-6141  Fax: (214) 653-6708
COURT ORDER

ORDER NO. __________________

DATE ______________________

STATE OF TEXAS

COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the __________ day of ________________, 2001 on motion made by _____________________________, and seconded by _____________________________, the following order was adopted:

WHEREAS, This issue was briefed before Commissioners Court on March 20, 2001; and

WHEREAS, Don A Tittle, Attorney at Law, has requested the following, a daily report R06641, Inmates Booked in During Last 24 Hours; and

WHEREAS, The District Attorney’s Office has previously reviewed the data and rendered the opinion that it is public information under the Public Information Act; and

WHEREAS, The County Clerk has previously approved the data content; and

WHEREAS, Don A. Tittle, Attorney at Law has paid $1,270.00 in advance for the following, a daily report R06641, Inmates Booked in During Last 24 Hours, and in the future will pay $1,125.00 quarterly for the following, a daily report R06641, Inmates Booked in During Last 24 Hours; and

WHEREAS, The services will begin within thirty days of the execution of the contract; and

WHEREAS, This request is recommended by the MIS Director.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court authorizes County Judge Lee F. Jackson to execute the contract between the County of Dallas and Don A. Tittle, Attorney at Law, on behalf of the County of Dallas. Don A. Tittle, Attorney at Law, has paid $1,270.00 in advance for the following, a daily report R06641, Inmates Booked in During Last 24 Hours, and will in the future pay $1,125.00 quarterly for the following, a daily report R06641, Inmates Booked in During Last 24 Hours.
DONE IN OPEN COURT this the __________ day of ______________, 2001.

Lee F. Jackson
Dallas County Judge

Jim Jackson
Commissioner, District No. 1

Mike Cantrell
Commissioner, District No. 2

John Wiley Price
Commissioner, District No. 3

Kenneth A. Mayfield
Commissioner, District No. 4

Recommended By:

John M. Hennessey, Management Information Systems Director
STATE OF TEXAS

COUNTY OF DALLAS

CONTRACT FOR COMPUTER SERVICES

BETWEEN COUNTY OF DALLAS, TEXAS AND DON A. TITTLE, ATTORNEY AT LAW

Don A. Tittle, Attorney at Law, whose principal office address is Woodall Rodgers Tower, Suite 1200, 1845 Woodall Rodgers Fwy, Dallas, Texas 75201-2244 (hereinafter referred to as "Requestor"), and County of Dallas, Texas (hereinafter referred to as "County"), by and through the Dallas County Commissioners Court, and in consideration of the mutual covenants, agreements, and promises herein contained, do agree as follows:

I. SERVICES AND COST

County through its Data Services Department will produce for the use of Requestor a daily computer generated report R06641, Inmates Booked in During Last 24 hours.

Requestor agrees to reimburse County in the sum of:

- Administrative Fee $75.00
- Set Up Cost $70.00
- Daily Report R06641, Inmates Booked in During Last 24 hours $1,125.00
- Total First Quarter $1,270.00

Succeeding Quarterly Cost $1,125.00

Requestor will reimburse County all of its costs in advance on a quarterly basis before any services shall be provided by County. Subject to any change in costs, all future payments for quarterly costs in succeeding quarters shall be in the amount of one thousand one hundred twenty five dollars ($1,125.00), due and payable thirty (30) days prior to the start of each quarter. Under the terms of this Contract, County will not provide to Requestor any complainant information or defendants' social security numbers.

Requestor understands and agrees that County may convert computer systems, or may address potential problems in existing systems (including, but not limited to, year 2000 compliance) as deemed necessary by County which may require County to reprogram its system in order to produce the above described judicial records. In that event, County shall provide Requestor thirty (30) days written notice of any cost of reprogramming or increase in quarterly costs. Requestor agrees to pay County such costs, unless it notifies County otherwise in writing within ten (10) days of receipt of notice from County. If Requestor sends County such written rejection of these additional costs, this Contract and all obligations hereunder shall immediately terminate.
II. TERM

The initial term of this Contract shall be one year from the date of execution. This Contract shall be automatically renewed quarterly thereafter unless either party gives written notice to the other thirty (30) days prior to the quarterly renewal date that it elects not to renew the Contract.

III. TERMINATION

In addition to termination set forth in Section I and II, either of the parties shall have the right, in each party’s sole discretion and at its sole option, to terminate this Contract by giving the other party thirty (30) days written notice of its intention to terminate.

IV. WARRANTY DISCLAIMER: LIMITATION OF LIABILITY; SOLE REMEDY

a. County does not warrant the accuracy of the information provided, and shall not be liable to Requestor or any other person for any damages arising, directly or indirectly, from any inaccurate information.

b. County shall not be liable for any defects in software or data, including "viruses" which may be inadvertently transmitted along with the requested information.

c. If either party breaches this Contract, the sole remedy shall be cancellation of the Contract. County shall provide all information due up to the date of cancellation. Requestor shall pay all fees owed up to the date of cancellation. County shall refund to Requestor all prepaid amounts on a pro rata basis for periods extending beyond the date of cancellation. Neither party shall be liable for any other damages, including costs, expenses or attorneys’ fees, arising from the breach.

d. It is the express intention of the parties hereto that Requestor shall protect, defend, indemnify and hold County harmless from any and all claims, demands, judgments and expenses resulting from County’s performance under this Contract. If County becomes a participant in legal proceedings due to the incidental or consequential use of information provided to Requestor, Requestor shall hold County harmless and indemnify County from all liability, including, but not limited to, all damages that may be awarded, attorneys’ fees, court costs, and any and all other costs.

e. Requestor understands and agrees that County shall suffer no liability or expense of any kind as a result of this Contract, other than a refund of fees paid in accordance with subsection (c) of this section.
f. Requestor acknowledges and understands that often the information and records that have been purchased are required to be changed, including changes or deletions made pursuant to court-ordered expunctions of criminal records. Future copies of files already requested may be different and not agree with those previously delivered. Future monthly reports will not reference or notify Requestor of records that have been expunged pursuant to court order. Requestor shall take all steps necessary to insure that any requestor and any subsequent user of this information is properly informed of the likelihood of such changes and the existence in the database of records that have been expunged subsequent to the original receipt by Requestor of the information from County.

It is the express intention of the parties hereto that Requestor shall be solely responsible and liable for any damages, liability or any cause of action resulting from the expungement of previously acquired information from County and agrees to protect, defend, indemnify and hold County harmless from any and all claims, demands, judgments, costs (including attorneys’ fees) and expenses resulting from any sale, distribution or use of content or information furnished by County under this Contract to Requestor including but not limited to any expunged criminal histories, records or other information. All costs and expenses will be paid by Requestor as they accrue.

This Indemnification Provision shall survive the termination of this Contract.

V. AMENDMENTS OR MODIFICATION

This Contract shall not be amended or modified except by written agreement executed by duly authorized representatives of Requestor and County.

VI. VENUE AND GOVERNING LAW

This Contract is expressly made subject to County’s Sovereign Immunity, Title 5, Texas Civil Practice and Remedies Code. This Contract and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie exclusively in Dallas County, Texas.

VII. FORMAL COURT APPROVAL

This Contract is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court.
IN WITNESS WHEREOF by their signatures hereon each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Contract. This Contract is to be effective upon the signature of both County and Requestor.

EXECUTED THIS ___ day of _____________, 2001

COUNTY OF DALLAS

BY: LEE F. JACKSON  
COUNTY JUDGE

REQUESTOR

BY: Don A. Tittle, Attorney at Law

APPROVED AS TO FORM:

BY: John B. Dahill  
Advisory Chief,  
Civil Section
March 14, 2001

To: Commissioners Court

Through: Dan Savage, Assistant Administrator for Operations

From: Chris Thompson, Director, Communications & Central Services

Subject: Renewal of Agreement for the Installation and Operation of Pay Telephones with GTE

Background of Issue
The County currently has an agreement with GTE for the placement and operation of pay phones in three locations (1137 Jupiter Road, 675 Walnut Street and 841 W. Irving Blvd.). This agreement expires next month and GTE is requesting extension of the agreement.

Impact on Operations
If the agreement is renewed, there will be no impact on operations. These are low volume phones and monthly commissions are less than $75.00 per month based on the current commission rate of 20%. Because of the limited revenue generated by these phones, GTE maintains a higher commission rate is not feasible. Since these phones are placed at the request of the County, there are only three phones involved, this is a reasonable contention.

Legal Considerations
A copy of the agreement was furnished to the District Attorney's office for review and comment.

Recommendation
Approve the attached agreement.

CT/sh

Attachment
AGREEMENT FOR OPERATION OF PAY TELEPHONES

This Agreement is made and entered into on the Effective Date between:

A. Business Name ("Customer")
   Dallas County Probation

B. GTE Entity Name ("GTE")
   GTE Southwest Incorporated

For the installation, operation, and management of pay telephones, and the provision of all intraLATA and interLATA calling services for calls made from the pay telephones.

ATTACHMENTS

A. Agreed to by Customer:

   1. Customer Address (the "Premises")
      509 Main Suite 608
      Dallas, TX 75202

   2. Mailing Address:
      509 Main Suite 608
      Dallas, TX 75202

   3. Fed Tax ID/SSN
      757302276

   4. Customer's Tel No:
      (214) 653-6434

   5. IRS Filing Type:
      Corporate

   6. Additional Premises or Pay Telephone No(s), if any, are listed in Attachment A.

   7. Customer grants GTE the exclusive authority to arrange for the provision of pay telephone service (the "Service") at the Premises. The Service includes the installation, operation, and management of pay telephones, and the provision of all intraLATA and interLATA calling services for calls made from the pay telephones.

   8. ATTACHMENTS:

      Attachment ____________

   9. ADDENDA:

      Addendum ____________

Customer grants GTE the exclusive authority to arrange for the provision of pay telephone service (the "Service") at the Premises. The Service includes the installation, operation, and management of pay telephones, and the provision of all intraLATA and interLATA calling services for calls made from the pay telephones.

   10. Customer and to provisions of any applicable lease governing Customer's use of the Premises. All telephones, enclosures and related equipment supplied and installed by GTE shall remain GTE's property except as specified in Paragraph 7 of this Agreement, and GTE shall be responsible for any loss or damage to such items except as caused by Customer's negligence or willful misconduct or as specified in Paragraph 7 of this Agreement.

   11. Customer expressly delegates to GTE, and consents that GTE shall have the authority to select the "PIC" for the provision of the Service under this Agreement for the duration of the Agreement and any extension thereof. GTE shall compensate Customer for any fee incurred in changing to a PIC selected by GTE. GTE's authority to select the PIC becomes effective when any existing arrangement between Customer and another carrier has expired or been terminated, which effective date is ____________.

   12. Customer grants GTE the exclusive right to provide the Service at the Premises for the entire term, without interruption, termination or installation of pay telephones from another source, except as specifically authorized in this Agreement.

   13. Customer expresses no interest in entering into the same or similar arrangement with any other source, person or entity for the provision of the Service at the Premises during the entire term.

   14. GTE's right of exclusivity applies to additional Premises, if any, opened or acquired by Customer during the term of this Agreement, or to any pay telephones added or any pay telephone numbers that are changed, whether at the existing or additional Premises, which Premises, pay telephones or pay telephone number changes shall thereafter be subject to the terms and conditions of this Agreement as though included from the Effective Date.

   15. If Customer seeks management services for the pay telephones at multiple Premises, Customer grants GTE the right of first refusal to provide such services.

   16. GTE will supply and install pay telephones, along with such telephone enclosures, protective bumper posts, identifying signs and related equipment as are necessary for efficient and safe use of the telephones, at locations on the Premises which are mutually acceptable to GTE and Customer. Dates for installation and commencement of Service shall be mutually agreed upon.

   17. Installation work will be accomplished in accordance with applicable codes, ordinances and regulations. The types of enclosures, signage and related equipment are subject to approval by GTE's guidelines.

   18. A movable pay telephone with pay telephone number changes on the Premises shall be subject to the terms and conditions of this Agreement as though included from the Effective Date.

   19. Installation work will be accomplished in accordance with applicable codes, ordinances and regulations. The types of enclosures, signage and related equipment are subject to approval by GTE's guidelines.

   20. GTE may relocate or remove any telephone which (a) does not produce minimum revenues to support continued operation in accordance with GTE's guidelines, (b) has, in GTE's judgment, been excessively damaged through vandalism or misuse.

   21. Customer grants GTE the exclusive authority to arrange for the provision of pay telephone service (the "Service") at the Premises. The Service includes the installation, operation, and management of pay telephones, and the provision of all intraLATA and interLATA calling services for calls made from the pay telephones.

   22. This Agreement is governed by the following terms and conditions:

   23. Customer grants GTE the exclusive right to provide the Service at the Premises for the entire term, without interruption, termination or installation of pay telephones from another source, except as specifically authorized in this Agreement.

   24. Customer expressly agrees not to enter into the same or similar arrangement with any other source, person or entity for the provision of the Service at the Premises during the entire term.

   25. GTE's right of exclusivity applies to additional Premises, if any, opened or acquired by Customer during the term of this Agreement, or to any pay telephones added or any pay telephone numbers that are changed, whether at the existing or additional Premises, which Premises, pay telephones or pay telephone number changes shall thereafter be subject to the terms and conditions of this Agreement as though included from the Effective Date.

   26. If Customer seeks management services for the pay telephones at multiple Premises, Customer grants GTE the right of first refusal to provide such services.

   27. GTE will supply and install pay telephones, along with such telephone enclosures, protective bumper posts, identifying signs and related equipment as are necessary for efficient and safe use of the telephones, at locations on the Premises which are mutually acceptable to GTE and Customer. Dates for installation and commencement of Service shall be mutually agreed upon.

   28. Installation work will be accomplished in accordance with applicable codes, ordinances and regulations. The types of enclosures, signage and related equipment are subject to approval by GTE's guidelines.
Customer would have been required to pay to GTE under Paragraph 13 herein. If Customer had terminated this Agreement for convenience prior to the end of the term, it is agreed that GTE's damages are impossible to ascertain and the amount just specified is a reasonable estimate of damages.

16. Causes Beyond Control of a Party. Neither party shall be liable for failure to perform obligations under this Agreement if prevented from doing so by a cause or causes which could not with reasonable diligence be controlled or prevented by the party.

17. Indemnification. GTE will hold Customer harmless from claims or liabilities arising out of GTE's ownership, installation, operation, maintenance or removal of the telephones and related equipment as provided for in this Agreement, except for claims or liabilities arising from Abandoned Equipment or from negligent acts or omissions or wrongful or willful misconduct of Customer, its agents, servants, officers or employees. Customer will hold GTE harmless from claims or liabilities arising from Abandoned Equipment or from maintenance or management of the Premises except for claims or liabilities arising from negligent acts or omissions or wrongful or willful misconduct of GTE, its agents, servants, officers or employees. Customer shall also be liable for and hold GTE harmless from any claims or liabilities, including, without limitation, GTE's claims for lost revenues, attorney's fees and costs, arising out of Customer's breach of Paragraphs 3, 13, or 20 of this Agreement.

18. LIMITATION OF LIABILITY. WITH THE EXCEPTION OF IMPROPER TERMINATION IN VIOLATION OF PARAGRAPH 13 OR BREACH OF THE EXCLUSIVITY OR AUTHORITY PROVISIONS OF PARAGRAPHS 1 AND 20, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR ANY PART OF IT.

19. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the domestic laws of the state where this Agreement is executed by GTE. This Agreement shall at all times be subject to such changes or modifications as the appropriate state or federal regulatory agencies may from time to time direct and appropriate in the exercise of its jurisdiction. In the event any provision of this Agreement is in conflict with any state or federal law or regulation, such provision shall be deemed modified to conform with such law or regulation and all other provisions of this Agreement shall continue in full force and effect.

20. Authority. The person signing represents and warrants to have Customer's authority and the authority of the owner of the Premises if other than Customer to execute this Agreement, that Customer has not entered into any other agreement for concurrent Service at the Premises, and that Customer owns, leases or otherwise controls the Premises with full authority to agree to the provision of the Service as described in this Agreement.

21. Resolution of Disputes. (a) In order to resolve disputes without litigation, except for action seeking injunctive relief related to the purposes of this Agreement or to compel compliance with this Paragraph 21, the parties agree to use the following dispute resolution procedure as their sole remedy for any controversy or claim arising out of or relating to this Agreement or its breach.

(b) At the written request of a party, each party will appoint a knowledgeable, reasonable, nonlawyer business representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. Arrangements and conduct of such discussions shall be left to the discretion of the representatives. The representatives may agree to utilize other dispute resolution procedures such as mediation to assist negotiations. Any representatives that settle disputes shall be treated as confidential information developed for purposes of settlement, except from discovery and inadmissible in any arbitration or lawsuit without the concurrence of all parties. Documents which are not prepared for purposes of the negotiations, are not so exempted or restricted from admission.

(c) If unresolved within 60 days of the initial written request, a party may submit the dispute to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this paragraph. Each party may submit in writing to a party, and that party shall so respond, to a maximum of any combination of 35 (without subparts) of interrogatories, demands to produce documents, and requests for admission. Each party may take the oral deposition of one individual of another party. The parties may agree to further discovery. The arbitration hearing shall be commenced within 60 days of the demand for arbitration and held in the city where this Agreement was accepted by GTE. The arbitrator shall schedule the matter expeditiously. The parties may submit written briefs. The arbitrator shall issue a written opinion and award within 30 days after the close of hearings. Specified times may be extended by agreement of the parties or by the arbitrator for good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(d) Each party shall bear its own costs of these procedures, other party's costs (to include search time and reproduction costs) producing documents it requested and an equal share of the fees of the arbitration and arbitrator.

22. Entire Agreement. Except for written amendments, addenda, supplements or modifications made concurrently with the execution of both this Agreement, including any Attachment(s), represents the entire agreement between GTE and Customer with respect to the subject matter of this Agreement and supersedes all prior negotiations, representations and agreements, oral or written.
GTE Network Services
Agreement for Operation of Pay Telephones

Addendum - Commission

This Addendum is to modify the Agreement for Operation of Public Telephones effective ("Agreement") between Dallas County Probation ("Customer") and GTE Southwest Incorporated ("GTE").

WHEREAS, the above-named parties desire to execute this Addendum.

NOW, THEREFORE, the parties mutually agree that:

1. For the exclusive right to provide the Service, GTE will pay Customer monthly commissions (the "Commission") for each pay telephone listed in this Agreement that has been classified as public, which Commission shall be calculated as follows:

   20% of Local coin attributed to each pay telephone

2. The Commission will be paid to Customer in a time frame corresponding with applicable collection intervals. Commission checks will be mailed no later than 60 days after the date of collection. In lieu of relocation or removal of a telephone as permitted by item (a) of Paragraph 7 of the Agreement, GTE may at its option cease payment of the Commission on any telephone that does not produce minimum revenues to support continued operations in accordance with GTE guidelines. If Customer fails to perform any major obligation under this Agreement, in addition to any other remedy available to GTE under this Agreement, GTE may, without penalty or any obligation to pay in the future, cease payment of any Commission then or thereafter due Customer until Customer has cured the breach or the parties have satisfactorily resolved the dispute.

3. All other terms and conditions of the Agreement shall remain unchanged.

This Addendum is effective on and is accepted by:

Customer

Printed Name Chris Thompson
Title: Director of Teleco
Date:

GTE

Printed Name Dan Glein
Title: Reg. Manager
Date:
March 20, 2001

TO: The Honorable Commissioners Court

FROM: Gloria McCulloch Webb, Purchasing Analyst

SUBJECT: Annual Contract for the Purchase of Clothing and Apparel, Bid No. 2001-039-732

BACKGROUND/ISSUE

Dallas County Commissioners Court, at their regularly scheduled session held on February 06, 2001, authorized the partial award of Bid No. 2001-039-732, Annual Contract for the Purchase of Clothing and Apparel with Court Order 2001-258 to Various Vendors. Item 1: Men’s Boxer Shorts and Item 3: Men’s Crew-Neck Tee Shirts were withheld from award pending further evaluation and briefing to the Commissioners Court.

The recommended lowest and best bidders for each item is underlined and their total proposed cost are listed below:

**Item Number 1: Men’s Boxer Shorts**

Estimated Annual Quantity: 6,433 each

Dallas County received a total of eight (8) bonafide bids for this item. The low bidder did not comply with Dallas County specification requirements regarding fabric and material content. Dallas County bid specified Pre-shrunk, 65% Polyester and 35% Cotton. The low bidder proposed, Pre-shrunk, 50%± 5% Polyester and 50%± 5% Cotton.

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<tr>
<th>Vendors</th>
<th>Total Cost</th>
<th>Compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goldwater Industries Inc.</td>
<td>$98,587.40</td>
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</tr>
<tr>
<td>Kartex</td>
<td>$100,702.10</td>
<td>Yes</td>
</tr>
<tr>
<td>Amtex</td>
<td>$103,361.02</td>
<td>Yes</td>
</tr>
<tr>
<td>Carefree Uniforms Inc.</td>
<td>$104,171.58</td>
<td>Yes</td>
</tr>
<tr>
<td>Leslee Scott Inc.</td>
<td>$106,795.50</td>
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</tr>
<tr>
<td>The Thomaston Corp</td>
<td>$123,039.25</td>
<td>Yes</td>
</tr>
<tr>
<td>PCI, Inc.</td>
<td>$137,336.05</td>
<td>Yes</td>
</tr>
<tr>
<td>Kartex</td>
<td>$145,170.00</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Recommend award to Kartex

**Item Number 3: Men’s Crew-Neck Tee Shirts**

Estimated Annual Quantity: 65 dozen

Dallas County received a total of eleven (11) bonafide bids for this item. The first six (6) bidders are listed below. The first three (3) low bidders did not comply with Dallas County’s specification requirements regarding fabric weight. Dallas County bid specified a fabric weight of 6.1 oz (minimum). The first three (3) low bidders proposed Men’s Crew-Neck Tee Shirt with a fabric weight less than 6.1 oz.

509 Main St. (Records Bldg.)
6th. Floor, Room 623
Dallas, Texas 75202
(214) 653-7431
<table>
<thead>
<tr>
<th>Vendors</th>
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<th>Compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amtex</td>
<td>$1,269.11</td>
<td>No – 5.3 oz. (withdrew from this item)</td>
</tr>
<tr>
<td>Carefree Uniforms Inc.</td>
<td>$1,323.25</td>
<td>No – less than 5.3 oz</td>
</tr>
<tr>
<td>ATD-American</td>
<td>$1,345.68</td>
<td>No – 5.5 oz.</td>
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<tr>
<td>Murray &amp; Company</td>
<td>$1,475.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Uniforms Mfg. Inc.</td>
<td>$1,502.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Leslee Scott Inc.</td>
<td>$1,511.05</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Recommend award to Murray & Company

**FINANCIAL IMPACT**

The total additional expenditures Dallas County will incur by awarding to the recommended lowest and best bidders will be $2,114.70 for Item Number 1 and $205.89 for Item 3 for a total of $2,320.59.

**RECOMMENDATION**

It is the recommendation of the Purchasing Department that Item Number 1 be awarded to the lowest and best bidder Kortex and Item Number 3 be awarded to Murray & Company respectively at a total bid cost of $102,177.10.

Should the Court concur with the recommendation, an Award Court Order will be scheduled for the next regular agenda.

Approved By:

John J. Cahtwell, Director of Purchasing

cc: Barbara Roberts, Juvenile Department
    Scott McDowell, Senior Buyer
March 20, 2001

TO: The Honorable Commissioners Court

FROM: Gloria McCulloch-Webb, Purchasing Analyst

SUBJECT: Sole Source Award of MAPSCO Street Guide and Directory

BACKGROUND/ISSUE

Dallas County currently has numerous departments that utilize the MAPSCO street guide and directory for Dallas, Fort Worth, Ellis Johnson, Collin Grayson and Denton Cooke County. MAPSCO street finder guides are produced and can be obtained directly from Mapsco, Inc. The publication can also be acquired through bookstores and other retail outlets at rates as high as $21.95 - $34.95 as compared to the lower publisher rate. However, historically it has been determined that the most cost effective and efficient way to purchase these publications is direct from the publisher (Mapsco, Inc.).

In 1988 policy was established for the purchase of new Mapsco for public safety units only (Sheriff, Constable, District Attorney, Fire Marshal, and Health). At that time, and in order to reduce costs, it was also established that only public safety units would be authorized new Mapsco. All other departments were to be issued prior year used Mapsco that were turned in by the public safety units and administered by Administrative Services. In 1990 Forensic Science and Elections were added to the new Mapsco list, Public Works and the Public Defender were added in 1992, County Criminal Court of Appeals No. 1 in 1995, Road & Bridge #1 in 1996 and Grand Jury in 1998. Primarily, personnel out in the field in the performance of their duties who may not access to the Internet and/or computer use these guides.

Historically, the Court has authorized the sole source purchase of MAPSCO with Court Orders 2000-500, 99-568, 98-371, 96-2468, 96-788, 95-372, 94-173, 93-246, and 92-127 in accordance with Texas Local Government Code 262.024 (a)(7)(B) exemptions for films, manuscripts or books.

FINANCIAL IMPACT

The total estimated expenditures for Fiscal Year 2001 will be approximately $13,467.70. Rates of the MAPSCO street guide and directory for Fiscal Year 2000 will be $20.77 for Dallas and Fort Worth, $14.27 for Ellis Johnson, Collin/Grayson and Denton/Cooke. This represents a decrease of $0.65 per street guide and directory for the Dallas and Fort Worth directories. The cost for Collin/Grayson, Denton/Cooke and Ellis/Johnson remains the same as last year.

RECOMMENDATION

The Purchasing Department recommends a sole source award for the acquisition of MAPSCO street guide and directory from Mapsco, Inc. for various Dallas County departments (see attachment) in accordance with Texas Local Government Code 262.024 (a)(7)(B) exemptions for films, manuscripts and books.

Should the Court concur with the recommendation, a Sole Source Award Court Order will be scheduled for the next regular agenda.
# FY 2001 Mapsco Return List

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<thead>
<tr>
<th>Department Name</th>
<th>Dept. #</th>
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<th>Tarrant</th>
<th>Ellis</th>
<th>Collin</th>
<th>Denton</th>
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| Totals                  | 564      | 59            | 20     | 9       | 8      | 660    | 660    | $14,019.58  | $14,019.58  | $13,467.70 |
| cost                   | $11,714.28 | $1,225.43    | $285.40 | $128.43 | $114.16 | $13,467.70 | $14,019.58 |
TO: The Honorable Commissioners Court

FROM: Gloria McCulloch-Webb, Purchasing Analyst

SUBJECT: Sole Source Purchase of Criss Cross Directories

BACKGROUND/ISSUE

Since 1991, the Dallas County Commissioners Court has authorized the sole source purchase of Criss Cross Directories from Cole Information Services, Inc. - Experian (formerly Cole Publications, a division of Metromail). These directories are used by various county departments in locating residences and business establishments. Cole Information Services, Inc. - Experian, is the sole publisher of the requested directories.

In the past all the Criss Cross Directories provided by Cole Information Services, Inc. - Experian were furnished as printed hardcopy version. Based on the Court request on last year for other types of media available the Purchasing Department obtained the following data.

Cole Information Services, Inc. - Experian offered the same type of directory an a digital/electronic format (MetroSearch/CD ROM) with more advance features that allow you to search the entire State of Texas as opposed to Dallas and Fort Worth metropolitan area only in the printed hardcopy version. The digital/electronic format can also be updated semi-annually and the software license agreement must be renewed annually. Over the past summer, Dallas County M.I.S. Director tested demo copy of Experian - MetroSearch software in concluded that the software was user friendly and the search capabilities were very quick. The CD ROM version of the directory can be installed on networks and be available to all County employees on that specified LAN server as opposed to printed hardcopy version only being available to the department who requested a copy. Both the software and hardcopy version of the directory must be renewed annually.

Historically, the Court has authorized the sole source purchase of the directories (Court Orders 2000-501, 98-2400, 97-2232, 96-1810,95-1993, 94-1482, 93-1535, 92-1251, 91-1204) in accordance with Texas Local Government Code 262.024 (a)(7)(B) exemptions for films, manuscripts or books.

FINANCIAL IMPACT

The cost for the digital/electronic network format of the software is $1042.50 each for a quantity of 1 to 7 or $775.00 each for a quantity of 8 to 10 CD ROM Directory with semi-annually updates and allows for 6-10 concurrent users at a time. The CD ROM software is Windows based and can be installed on each one the County’s Local Area Network (LAN), each LAN server requires its own CD ROM. The printed hardcopy version of the directory is also available at cost of $254.00 each for Dallas directories and $225.00 each for Fort Worth directories.
Communication & Central Services - Records Management Division has requested that the County purchase 6-8 CD ROM Directories and 25 printed hardcopy version of the directories for Fiscal Year 2001 at a cost not to exceed $10,900.00. According, Communication & Central Services - Records Management Division the printed hardcopy version of the directory will be used by Constable offices and those offices with only one (1) paper edition per LAN building. In comparison, in Fiscal Year 2000, Dallas County expenditures for the Criss Cross Directories printed hardcopy version only were approximately $16,444.00 for 62 Dallas directories and 4 Fort Worth directories this represent a saving of approximately $5,544.00 over last year cost and increase the number users who will have access to the directories both the software and hardcopy version.

RECOMMENDATION

Texas Local Government Code 262.024 (a)(7)(B) authorizes exemptions for films, manuscripts or books. Therefore, the Purchasing Department recommends a sole source award be granted for the acquisition of Criss Cross directories from Cole Information Services, Inc. - Experian for various Dallas County departments at an estimated annual value of $10,900.00.

Should the Court concur with the recommendation, a Sole Source Award Court Order will be scheduled for the next regular agenda.

Approved By:

\[Signature\]

John J. Cantwell, Director of Purchasing

cc: Margaret Anderson, Records Management Officer
    Anna Wallace, Records Analyst
    Geri Malcolm, Buyer
March 20, 2001

TO: The Honorable Commissioners Court

FROM: Linda Boles, Purchasing Analyst

SUBJECT: Annual Contract for Auto Damage/Body Repair Service, Bid #2001-064-780

Background/Issue

On February 26, 2001, six bonafide proposals were received and opened for the aforementioned contract. The contract provides auto damage/body repair service to the various damaged county vehicles by contracting with a single autobody repair service company based on a discount from the county’s contracted appraiser’s estimate. The bids and discount percentages received are as follows:

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<thead>
<tr>
<th>Company</th>
<th>Deduct from county’s total autobody repair appraisal/vehicle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rios Paint &amp; Body Shop, Inc.</td>
<td>20%</td>
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<tr>
<td>Caliber Collision</td>
<td>15%</td>
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<tr>
<td>B&amp;D Paint &amp; Body, Inc.</td>
<td>15%</td>
</tr>
<tr>
<td>Tejas Paint &amp; Body Shop, Inc.</td>
<td>15%</td>
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<tr>
<td>Excalibur Collision Center, Inc.</td>
<td>12%</td>
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<tr>
<td>Grand Prairie Ford</td>
<td>10%</td>
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The bid specifications were revised in an effort to incorporate industry standards/practices, clarify contract requirements and require the County to approve subcontractor(s). As a result, a requirement of the bid was that all bidder’s and/or their subcontractors are to comply with the equipment and training standards contained within the bid specifications. In addition, all bidders are to submit with the bid packet a list of three references. Based on the analysis conducted by Purchasing and ASC of each proposer’s submitted documentation and on-site visits, it is staff’s recommendation to award Bid #2001-064-780 to the lowest and best bidder, Tejas Paint & Body Shop, Inc. This recommendation is based on the following justification:

(Note: In addition, attached to this briefing is a summary of the on-site visits and respective compliance findings).

Rios Paint & Body Shop, Inc.

Equipment Requirements and Standards of Operation (pg. 12):

1) Specification (a) requires - "A measuring device capable of measuring in three (3) dimensions both (symmetrical or asymmetrical unibody structures) for the type of vehicle repaired and provide written structural documentation or computer printout. All operators must have evidence of current training for the type of measuring devise being used." Although Rios has a measuring device, the company does not have the capability to provide written documentation or a computer printout. In addition, the company does not have evidence that their employees have current training on the measuring device being used.

2) Specification (b) requires - "Must be able to provide documentation of recent and ongoing employee technical training and certification programs (i.e. I-CAR, ASE, paint, equipment vehicle manufacturer training)." There was no documentation available by Rios to substantiate this requirement.

3) Specification (c) requires - "Must have gas metal arc (GMA/MIG) welder. Technicians must be trained in proper welding techniques and be certified in welding through I-CAR or the American Welding Society." Although Rios does have a MIG welder, there was
not evidence (certifications) found to verify that their employees have been properly trained or certified to operate the equipment.

4) Specification (d) requires - "Must have ability to fully hoist a vehicle for inspection." Rios does not have a hoist. Therefore, undercarriage inspections can not be properly/completely performed.

5) Specification (f) requires - "Must have electrical or hydraulic equipment capable of making simultaneous multiple body or structural pulls for repairs as well as evidence of recent technical training or competence with same." Rios did not have any evidence of their employees having technical training on the required equipment.

6) Specification (g) requires - "Must have pressurized spray booth meeting current federal, state and local requirements." Research indicates that currently Rios' paint booth does not comply with federal requirements.

7) Specifications (i) requires - "Must have the equipment and capability to remove and reinstall suspension, engine and drive-train components when necessary." Rios Paint & Body does not have the equipment to perform this task.

8) Specification (k) requires - "Equipment for use by certified personnel to evaluate and recharge air conditioning systems shall meet all applicable federal, state and local requirements." Rios Paint & Body does have the equipment to recharge a/c units. However, their personnel are not certified in the operation of the equipment.

Purchasing has contacted the three (3) references submitted by Rios. Two of the three currently use and are satisfied with the work performed by Rios Paint & Body. The third reference, TCT Transit Services although they no longer use Rios stated that the autobody company's turnaround time is slow and their quality of work was "ok". In addition, Purchasing has learned that their contract with Dart was terminated due to poor performance. Also, the City of Dallas Police Department no longer uses Rios Paint and Body for the same reason.

Caliber Collision
An on-site visit of the company's facility indicates that the company complies with all the equipment and training requirements contained within Bid #2000-064-780. However, Caliber Collision failed to submit reference documentation with their bid proposal as required. Therefore, staff could not completely analyze their proposal and rendered their bid non-compliant with contract requirements.

B&D Paint & Body
An on-site visit of B&D Paint & Body's facility found the company currently complies with all but one contract requirement. The company currently does not have the ability to fully hoist a vehicle for inspection. However, B&D is in the process of expanding their facility which will include a hoist to meet the contract requirement. They anticipate completion of the facility within 90 days. However, due to B&D's current lack of total compliance, staff is not recommending award consideration to B&D Paint & Body at this time.

Tejas Paint & Body Shop, Inc.
Tejas' references and on-site inspection proved to be compliant with contract requirements. The proposal submitted by Tejas Paint & Body Shop currently proves currently to be the lowest and best proposal received. As a result, staff recommends award of Bid #2001-064-780 to Tejas Paint & Body Shop, Inc.

Financial Impact
Based on prior payment expenditures, the Annual Contract for Auto Body/Damage Repair is valued at approximately $100,000.00 per year. Rios Paint & Body's (low bidder) proposal provides a 20% discount from the county's total autobody repair appraisals versus Tejas Paint & Body's (recommended awardee) discount of 15%. As a result, should the Commissioners Court authorize awarding Bid #2001-064-780 to the lowest and best bidder (Tejas Paint & Body Shop, Inc.) it is projected that Dallas County will expend approximately an additional $5,000.00/year.
Recommendation

The proposals submitted by Rios Paint & Body Shop, Caliber Collision and B&D Paint & Body were found to be non-compliant with bid specifications. As a result, it is the recommendation of the Purchasing Department and ASC to award Bid #2001-064-780 to the lowest and best bidder, Tejas Paint & Body Shop, Inc., at a discount rate of 15% off the county appraiser's estimate.

Should the Court concur with this recommendation a Court Order will be scheduled for the next available Formal Agenda.

Recommended for Approval by:

John J. Cantwell, Purchasing Director

cc: Chris Thompson, Director Central Services
    Dick Wakeman, Fleet Manager ASC
    Irvin Hicks, M/Wbe Officer
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Device capable of measuring in three dimensions with written structural documentation or computer generation of same. Documented technical training</td>
<td>yes, computer print out</td>
<td>yes, training is current</td>
<td>yes, computer print out</td>
<td>yes, computer print out</td>
<td>yes, computer print out</td>
<td>yes, computer print out</td>
</tr>
<tr>
<td>b. Documentation of recent and on-going employee technical training and certification programs.</td>
<td>yes, not current</td>
<td>yes, attending next I-CAR</td>
<td>yes, none</td>
<td>no certification</td>
<td>certified</td>
<td>certified</td>
</tr>
<tr>
<td>c. Gas metal arc welder and trained and certified technicians</td>
<td>yes, certified</td>
<td>yes, certified</td>
<td>yes, certified</td>
<td>no certification</td>
<td>certified</td>
<td>certified</td>
</tr>
<tr>
<td>d. Ability to fully hoist vehicle for inspection.</td>
<td>no (1) see below</td>
<td>yes</td>
<td>no</td>
<td>yes</td>
<td>no</td>
<td>yes</td>
</tr>
<tr>
<td>e. Four-point anchoring system capable of holding vehicle in stationary position during structural and body pulls</td>
<td>yes, newer advanced unit being installed 06-01</td>
<td>training not current</td>
<td>training not current</td>
<td>training not current</td>
<td>training not current</td>
<td>training not current</td>
</tr>
<tr>
<td>f. Electrical or hydraulic equipment capable of simultaneous, multiple body or structural pulls and recent technical training on same.</td>
<td>yes, training current</td>
<td>training current</td>
<td>training not current</td>
<td>training not current</td>
<td>training not current</td>
<td>training current</td>
</tr>
<tr>
<td>g. Pressurized spray booth meeting federal, state and local requirements.</td>
<td>yes, NO, Open air painting</td>
<td>NO, TNRCC cert on file</td>
<td>NO, TNRCC cert on file</td>
<td>03-06-01 for TNRCC cert</td>
<td>TNRCC cert on file</td>
<td>TNRCC cert on file</td>
</tr>
<tr>
<td>h. Ability to perform and verify four-wheel alignment with computer printout</td>
<td>yes, subcontracted</td>
<td>yes, subcontracted</td>
<td>yes, do it themselves</td>
<td>subcontracted</td>
<td>subcontracted</td>
<td>subcontracted</td>
</tr>
<tr>
<td>i. Equipment and capability to remove and reinstall suspension, engine and drive-train components.</td>
<td>yes,</td>
<td>NO</td>
<td>yes</td>
<td>NO</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>j. Trained and certified technicians for diagnosis and repair of airbags and safety restraints.</td>
<td>yes, repaired off site</td>
<td>yes, repaired on &amp; off site</td>
<td>yes, subcontracted</td>
<td>training current</td>
<td>subcontracted</td>
<td>subcontracted</td>
</tr>
<tr>
<td>k. Certified technicians and equipment to evaluate and recharge air conditioning systems.</td>
<td>yes, current certification</td>
<td>current certification</td>
<td>yes, no certification</td>
<td>current certification</td>
<td>no certification</td>
<td>current certification</td>
</tr>
<tr>
<td>l. Will wrecker service be subcontracted?</td>
<td>yes, Shephards Towing</td>
<td>yes, Road One</td>
<td>yes, Auto Sport</td>
<td>yes, Cowboy Towing</td>
<td>yes, Big Tow</td>
<td>yes, City Towing</td>
</tr>
<tr>
<td>m. Will subcontractors other than those listed be used?</td>
<td>no</td>
<td>no</td>
<td>no</td>
<td>yes, Harmon Glass</td>
<td>no</td>
<td>no</td>
</tr>
<tr>
<td>n. Adequate inside storage space for County vehicles.</td>
<td>yes,</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>o. Complaint with equipment requirements</td>
<td>NO (1)</td>
<td>Yes</td>
<td>No (2)</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>p. Verifiable references.</td>
<td>yes, all positive</td>
<td>Not Submitted</td>
<td>yes, all positive</td>
<td>yes, all positive</td>
<td>yes, NOT all positive</td>
<td>yes, all positive</td>
</tr>
<tr>
<td>Discount %</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>10%</td>
<td>10%</td>
<td>20%</td>
</tr>
<tr>
<td>(1) New building expansion to be completed in 90 days will have a 90,000lb 2 post above ground lift.</td>
<td></td>
<td></td>
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<tr>
<td>(2) Facilities expansion to be completed in 45 days will house the new Downdraft paint booth &amp; mixing room.</td>
<td></td>
<td></td>
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<tr>
<td>(3) Scheduled to attend the next I-CAR, welding 03-24-01</td>
<td></td>
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</tbody>
</table>
MEMORANDUM

TO: Commissioners Court

FROM: Virginia A. Porter
County Auditor

SUBJECT: Outside Internal Auditing Services

Background
The County Auditor’s Office was directed by a Writ of Mandamus to review, process, direct posting, perform accounting functions and complete expanded audit steps to address the backlog at Justice of the Peace, Precinct 8, Place 1 within ninety (90) days. In order to meet this deadline, certain Internal Audit staff have been reassigned to devote their time to this project. The expanded audit steps and urgency of this project has resulted in a need for additional audit support to backfill other areas and to provide supervisory oversight for the project. The County Auditor’s Office requests funding to contract with a professional temporary service agency for two individuals to provide the internal audit assistance necessary for the next ninety days.

Operational Impact
To provide backfill support, we anticipate using two professional temporary agency employees for five days a week for the next ninety days until the Writ of Mandamus is satisfied.

Financial Impact
Funding for these services is needed from unallocated reserves.

Two individuals have been located and a court order and personal services contract will be drafted. It is anticipated that the Auditor’s Office will need internal audit assistance for ninety days for an amount not to exceed $33,600.

Recommendation
The County Auditor recommends that Commissioners Court authorize the County Auditor’s Office to work with a professional temporary service agency to locate two individuals to provide internal audit assistance.
PERSONAL SERVICES CONTRACT

Between
Dallas County
And
Hire Group – Mark M. Mullery and Howard V. Smith

This agreement is between Dallas County and Hire Group (Mr. Mark M. Mullery and
Howard V. Smith), 12770 Coit Road, Suite 400, Dallas Texas 75251.

Dallas County wants to enter into a personal services contract with Hire Group to have
Mr. Mullery and Mr. Smith perform professional services related to internal audit
functions. Funding is available within the Unallocated Reserves.

1. Services to be Provided
   Mr. Mullery and Mr. Smith will assist the County Auditor’s Office in performing
   internal audit functions. The services may include, but are not limited to:
   (a) Compliance reviews
   (b) Internal control reviews
   (c) Preparing management reports

2. Terms and Conditions of Payment for Service
   For services rendered by Mr. Mullery and Mr. Smith, the County shall pay Hire Group
   $35 per hour for the time actually devoted to the performance of this Agreement.
   Compensation shall not include sick leave, vacation, holidays, workers compensation or
   any other fringe benefits. This hourly rate is intended to compensate Hire Group for all
   time expended by Mr. Mullery and Mr. Smith in the performance of this Agreement.
   Hire Group will be responsible for providing Mr. Mullery and Mr. Smith any and all
   compensation. Furthermore, in no event will the County be obligated to compensate
   Hire Group more than $33,600 for the services rendered to the County Auditor’s Office,
   nor shall Hire Group be required to have Mr. Mullery and Mr. Smith provide services
   that would entitle them to compensation in excess of said amounts.

3. Billing and Payment
   On or about the 30th day of each calendar month during the term of this Agreement, Hire
   Group shall submit to the County Auditor’s Office an invoice for services rendered.
   Each invoice shall be in a form acceptable to the Dallas County Auditor, and shall
   include details of the services rendered as may be requested by the auditor for verification
   purposes. The invoice shall, at a minimum, include a detail of the days and amount of
   time during the day that Mr. Mullery and Mr. Smith performed internal audit functions
   for Dallas County. The County shall pay the invoice within 30 days after receipt of the
   invoice by the County Auditor.
4. **Resources**
Mr. Mullery and Mr. Smith shall personally perform all the duties necessary to provide the services set forth herein and none of the services shall be performed by any other employee, servant, agent, delegate, or subcontractor of Mr. Mullery and Mr. Smith or Hire Group.

5. **Confidentiality**
Mark M. Mullery and Howard V. Smith with Hire Group agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, local laws, ordinances, rules and regulations relating to the services performed under this Agreement. Mr. Mullery and Mr. Smith shall not access any information which they are not authorized to receive, and under no circumstances shall they release or divulge any confidential material, information, or documents received in the performance of their services.

6. **Term**
This Agreement shall take effect on March 12, 2001 and unless terminated sooner shall terminate on June 11, 2001.

7. **Termination**
Any party may terminate this agreement at any time, either with or without cause. Upon receiving notice of termination Mr. Mullery and/or Mr. Smith shall cease all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, Hire Group shall submit, in accordance with Section 3, an invoice showing in detail the days and hours worked under this Agreement to the date of termination.

8. **Independent Contractor**
In performing services under this Agreement, Hire Group and Mark M. Mullery and Howard V. Smith are acting as an independent contractor. Nothing herein shall be construed a creating any employer-employee or agency relationship between the parties.

9. **Indemnification**
Hire Group agrees to indemnify and hold harmless Dallas County, its officers, employees, agents, and representatives from and against any and all losses, claims, demands, actions, suits, damages, liabilities, costs and expenses of every kind and nature (including, but not limited to, court costs, litigation expenses and attorneys fees) arising or alleged to arise from, or in any way related to (whether directly or indirectly, casually or otherwise) any act or omission (intentional or otherwise) of Mr. Mullery and/or Mr. Smith and those of Hire Group or any of its agents, servants, employees, subcontractors or invitees. This provision shall survive the termination or expiration of this Agreement.

10. **Insurance Provisions**
Hire Group shall, at all times during the contract term and at its own expense, keep in full force and effect comprehensive general liability insurance with personal injury coverage; commercial or business auto liability insurance; and contractual liability coverage, with
minimum limits of One Hundred Thousand dollars ($100,000) on account of bodily injuries to or death of one person and an aggregate of Three Hundred Thousand dollars ($300,000) for any one occurrence.

This instrument contains the entire agreement between the parties that the rights granted and the obligations assumed. Any oral representations or oral modifications about this Agreement shall be of no force or effect.

12. Venue
It is expressly understood and agreed that this Agreement will be governed and construed according to the laws of the State of Texas. Exclusive venue for any legal action between the parties arising from this Agreement shall be Dallas County, Texas.

EXECUTED THIS __________day of ________________________, 2001

HIRE GROUP:

BY: Mark M. Mullery
    Hire Group

BY: Howard V. Smith
    Hire Group

BY: Michael Johnson
    Hire Group

APPROVED AS TO FORM:

BY: John B. Dahill
    Assistant District Attorney

DALLAS COUNTY:

BY: Lee F. Jackson
    County Judge
March 20, 2001

MEMORANDUM

TO: J. Allen Clemson
Commissioners Court

FROM: Space Utilization Committee
Ed Bailey, Facility/Planner
Facilities Management

SUBJECT: Dallas County Employees Credit Union
Lease Renewal

Background of Issue

The Dallas County Employees Credit Union (DCECU) currently leases space from Dallas County in three (3) locations under agreements per Court Orders No. 97-566, dated March 25, 1997 and 97-727 dated April 15, 1997. The location of these offices are the Health and Human Services Complex (3,543 sq. ft.), Old Criminal Courts Building (626 sq. ft.), and the Frank Crowley Courts Building (470 sq. ft.). The leases are due to expire on April 22, 2001. As you recall, the Credit Union per Court Order No 2001-248 dated January 30, 2001 was granted approval for a reallocation of space at the downtown location. This reallocation entails closing the Old Criminal Courts Building office and replacing the services with a remote banking kiosk in the George Allen Courts Building. The Credit Union has informed staff that the technology to perform the services they intended to deliver at the new location is not available at this time. Therefore it is their desire to renew the current leases at all three locations for five (5) years.

The purpose of this correspondence is to present to the Commissioners Court the Space Utilization Committee’s recommendation regarding this request.
Impact on Operations/Financial

As indicated, the Dallas County Employees Credit Union occupies space (to include lease rates) as follows:

<table>
<thead>
<tr>
<th>Location</th>
<th>Square Feet</th>
<th>Lease Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Human Services Complex</td>
<td>3,543</td>
<td>$4.33/sf</td>
</tr>
<tr>
<td>8th Floor</td>
<td></td>
<td>($1,279.79/mo)</td>
</tr>
<tr>
<td>2377 Stemmons</td>
<td></td>
<td>($15,357.48/yr)</td>
</tr>
<tr>
<td>Old Criminal Courts Building</td>
<td>625</td>
<td>$4.15/sf</td>
</tr>
<tr>
<td>1st floor</td>
<td></td>
<td>($216.49/mo)</td>
</tr>
<tr>
<td>501 Main</td>
<td></td>
<td>($2,597.90/yr)</td>
</tr>
<tr>
<td>Frank Crowley Courts Building</td>
<td>470</td>
<td>N/A</td>
</tr>
<tr>
<td>4th floor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>111 N. Industrial</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The current lease rates for space at the Health and Human Service Complex and the Old Criminal Courts Building covers reimbursement to Dallas County for utilities, security and janitorial services. The DCECU is responsible for maintenance of the premises with the exception of the heating and air conditioning systems.

In lieu of rent at the Frank Crowley Courts Building, the Commissioners Court, per Court Order No. 92-891, dated June 9, 1992 agreed to allow the DCECU use of space at this location at no cost in exchange for services provided to County employees. These services include sale of bus tickets, banking services, purchase of discount tickets, loan requests, etc. Under the agreement Dallas County is responsible for utilities, security and janitorial services.

Facilities Management has reviewed the current reimbursable rates and recommends a new rate of $4.50 per square foot. Below is a comparison of the old versus the proposed new rate:

<table>
<thead>
<tr>
<th>Location</th>
<th>Current</th>
<th>Proposed</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Human Services Complex</td>
<td>$ 4.33/sf</td>
<td>$ 4.50/sf</td>
<td>$ .17/sf</td>
</tr>
<tr>
<td></td>
<td>$ 1,225.29/mo</td>
<td>$ 1,328.00/mo</td>
<td>$ 48.83/mo</td>
</tr>
<tr>
<td></td>
<td>$15,357.48/yr</td>
<td>$15,943.50/yr</td>
<td>$ 586.02/yr</td>
</tr>
<tr>
<td>Old Criminal Courts Building</td>
<td>$ 4.15/sf</td>
<td>$ 4.50/sf</td>
<td>$ .35/sf</td>
</tr>
<tr>
<td></td>
<td>$ 216.49/mo</td>
<td>$ 234.37/mo</td>
<td>$ 17.26/mo</td>
</tr>
<tr>
<td></td>
<td>$2,597.90/yr</td>
<td>$2,812.50/yr</td>
<td>$ 219.10/yr</td>
</tr>
<tr>
<td>Frank Crowley Courts Building</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
The DCECU will continue the same in-kind services at each location that is presently provided. The lease renewals will be continued under the same terms and conditions to include a CPI adjustment after the first year anniversary of the new lease. Further, the Lessee and Lessor shall have the right to terminate the lease by giving written notice sixty (60) days in advance to the other party.

**Recommendation**

The Space Utilization Committee recommends the following:

1) approval for the renewal of leases for space at the Health and Human Services and the Old Criminal Courts Buildings for five years at the rate of $4.50 per square foot and,

2) approval for the renewal of the lease at the Frank Crowley Courts Building for five years at no charge as briefed.

If Commissioners Court concurs, a Court Order will be placed on the next agenda.

Approved by

Dan Savage  
Administrative Assistant for Operations

xc Jennifer Naughton, President/CEO, Dallas County Employees Credit Union  
John DaHill, Assistant District Attorney, Civil Section

EB eb credit.union lease renewal 3/20/01
March 14, 2001

To: Commissioners Court

Through: Ryan Brown
Acting Budget Officer

From: Shannon Brown
Acting Assistant Budget Officer

Subject: Organizational Structure Review for the District Attorney’s Office

Background

In FY2000, Dallas County District Attorney Bill Hill, the Personnel/Civil Service Department, and Commissioners Court cooperated to develop and implement a massive restructuring of the District Attorney’s Office salary and management structure for attorneys and investigators. In addition, the FY2000 budget included several new positions for the department to address workload increases in specific areas.

After operating with this new structure for the past year, Mr. Hill has identified and requested an additional organizational change in the management structure for the felony trial division. Specifically, Mr. Hill is requesting the creation of a Felony Trial Bureau Chief position. The purpose of this briefing is to make a recommendation on this request.

Operational Impact

Currently, the District Attorney’s Office has separated the felony trial courts into five divisions. Each division has a supervising attorney. Three divisions oversee five of the 15 Criminal District Courts each. The fourth supervises the organized and specialized crime divisions. The fifth supervises the family violence and child abuse divisions. The head of each trial division reports to the First Assistant. Attachment A is the department’s current organizational chart.

Under this structure, the First Assistant supports the five supervising attorneys by reviewing potential death penalty cases and answering questions that arise out of the trial courts in the five divisions (the left-hand side of the organizational chart). In addition, the First Assistant oversees the operations of the other divisions in the office (appellate, intake, juvenile/family, and misdemeanor) represented by the right-hand side of the organizational chart.
Mr. Hill has requested a change in the structure of the felony trial courts to reduce the number of divisions from five to four. The two divisions for organized and specialized crime and family violence and child abuse would not change. The 15 Criminal District Courts would be divided into two divisions instead of three. One of the supervising attorney positions would be deleted and a Felony Trial Bureau Chief position would be created. This new position would then oversee the four felony trial divisions (left-hand side of the organizational chart). Attachment B illustrates this new structure.

The day-to-day operations of the felony trial courts would become the responsibility of the Felony Trial Bureau Chief. One of the primary duties of this position will be to review all capital murder cases and make a recommendation whether to seek the death penalty. Approximately 120 capital murder cases are filed each year in Dallas County. The District Attorney’s Office reviews about 80 of these cases for the death penalty. This process takes considerable staff time to read investigative reports, medical examiner findings, and DNA evidence. In addition, this position will work with the individual trial courts when questions concerning trial strategy arise or when a conflict develops between prosecutors, defense attorneys, and or Judges.

Based on the complexities involved with death penalty cases, the Office of Budget and Evaluation recommends the addition of a position to serve as the Trial Bureau Chief. The department has identified an existing high-level attorney position that can be deleted with minor organizational adjustments (adding two or three courts to existing supervisors). The position suggested for deletion has been held vacant since mid-October while the District Attorney evaluated the needs of the felony trial division. The appropriate classification and compensation of this position will be determined by the Personnel/Civil Service Department.

Typically, when duties are shifted from one position to another, the classification of both positions should be reviewed. In this situation, the First Assistant position is not a classified position and the compensation is tied, by policy, to 90% of the District Attorney’s total salary. It would be appropriate for the Personnel/Civil Service Department to re-evaluate this policy considering the proposed changes.

**Performance Measures**

The District Attorney’s Office provides quarterly performance data for ten of its divisions, including felony trial courts. This position will be responsible for reviewing and monitoring the performance measures for the felony trial court division (including capital murder, organized crime, specialized crime, felony family violence, and child abuse).

**Financial Impact**

The attorney salary schedule currently has Attorney VII as the highest level and this is the classification of the current division chief positions. It is anticipated that the annual salary of the new position would be between an Attorney VII and the First Assistant, or approximately $135,800 including benefits. The annual savings from deleting the existing Attorney VII position is $117,300. Therefore, the additional cost for the remaining six months of FY2001 is $9,250.
As previously mentioned, the Attorney VII position that will be deleted has been vacant since mid-October. This vacancy has generated $52,000 in salary lag. The department can absorb the additional cost of $9,250 in its current FY2001 budget.

**Recommendation**

The Office of Budget and Evaluation recommends the following changes in the organizational structure in the District Attorney’s Office:

- the creation of a Felony Trial Bureau Chief position,
- the deletion of an existing Attorney VII (position #3316), and
- the adjustment in reporting structure as outlined in Attachment B.

The appropriate classification/compensation for the Felony Trial Bureau Chief position will be reviewed by the Personnel Department and presented to the Civil Service Commission for approval. The estimated cost of these changes for FY2001 is $9,250 with funds available within the department’s existing budget.
MISCELLANEOUS

1) **WESTLEY-DAVIS, CHRISTIAN, OJORE ACADEMY** - submits notification to Dallas County of its intent to apply for approval to operate an open-enrollment charter school to be located at 911 E. Arapaho, Suite 110.

2) **COMMISSIONERS COURT** - as was informally discussed in Legislative Briefing on February 23, 2001, Commissioners Court staff requests approval to order paper copies of the legislative bills filed on March 9, 2001, the bill filing deadline. These paper copies will be distributed among senior staff to facilitate review and dissemination to appropriate departmental reviewers. The cost will be approximately $475, including $450 for copying expenses, and $25 for courier service. The $475 (approximation) will be paid from General Fund, Commissioners Court Legislative expenses (00120.1020.4110).

3) **HEALTH & HUMAN SERVICES** - requests approval of the arrangement of Dallas County Health & Human Services Department acting as the temporary resource and referral service providing Community Service Block Grant services as requested by the Texas Department of Housing and Community Affairs, and approve the presented budget for operation of the program. *(Please Refer to Information Item No. 4)*

   *(COURT ORDER ON FORMAL AGENDA)*

4) **FACILITIES MANAGEMENT** - requests authorization of one parking access card for the U.S. Postal Service for the George Allen, Sr. Underground Garage. The U.S. Postal Service provides postal services to Dallas County from an office located in the garage. The carrier is sometimes required to work on weekends and early mornings when there is no garage attendant available. When this occurs the carrier must pay a $2 fee to get out of the garage. The card will allow the carrier in/out access when no attendant is on duty. Dallas County typically charges $50 for access cards, but since the Postal Office is providing on site services to Dallas County downtown offices, it is suggested that the card be issued and Dallas County reimburse themselves. Recommended.
5) **STAFF** - requests authorization to submit a Commissioners Court Order on March 27, 2001 that formally confirms the Commissioners Court's previous directive that a charge of prostitution is not eligible for release under Dallas County's Pre-Trial Release Program.

**TRAVEL REQUESTS**

6) **SHERIFF’S DEPARTMENT** - Jesse Herrera - “Auto Theft Prevention Authority Conference” - South Padre, TX - April 22-25, 2001 at no cost to Dallas County ($688.43 from NTATTF funds).

7) **HEALTH & HUMAN SERVICES** - requests:
    
   
b) Dianne Blocker and Barbara Smith - 24th Annual Conference on Women's Health - Grapevine, TX - April 4-6, 2001 at no cost to Dallas County.

8) **SHERIFF’S DEPARTMENT** - R. Rodriguez & Kira - National Narcotic Detector Dog Association’s National Seminar (training & certification for Kira) - El Paso, TX - April 2-6, 2001 in County vehicle with gas credit card(s) and no other cost to Dallas County.

9) **PUBLIC WORKS** - Lily Arenas, Antoinette Bacchus, and Laura Stuart - “Texas Engineering Extension Service” Workshop - Fort Worth, TX - March 20-23, 2001 at no cost to Dallas County.
### MISCELLANEOUS EQUIPMENT

| 1) | DEPARTMENT: 3321 | ITEM: CSCD Pre-Trial Release |
|    | ITEMS:           | 1- Mid Volume Fax Machine |
|    | ESTIMATED COST:  | $950                      |
|    | FUNDING SOURCE:  | Within Budget              |
|    | EXPENDITURE SOURCES: | 00128.3321.08610.2001(CSCD Fund, Pre-trial Release, Special Equipment, FY2001) |
|    | PROPOSED ACTION: | The Community Supervision and Corrections Department requests authorization to purchase a fax machine to replace an un-repairable and low volume machine that can no longer meet current fax volume requirement. Recommended by Records Management. |

| 2) | DEPARTMENT: 3110 | ITEM: Sheriff's Office (Executive) |
|    | ITEMS:           | 3 - Guest Chairs |
|    | ESTIMATED COST:  | $780                      |
|    | FUNDING SOURCE:  | Within Budget              |
|    | EXPENDITURE SOURCE: | 00120.3110.02910.2001 (General Fund, Executive, Property under $500, FY2001) |
|    | PROPOSED ACTION: | The Sheriff's Office requests authorization to replace three broken chairs. Recommended by Office of Budget and Evaluation. |

| 3) | DEPARTMENT: 3330 | ITEM: Facilities, Public Service Program |
|    | ITEMS:           | 1 - Low Volume Fax Machine |
|    | ESTIMATED COST:  | $400                      |
|    | FUNDING SOURCE:  | Recycling Escrow Fund      |
|    | EXPENDITURE SOURCE: | 00532.0000.21328.0000 (Recycling Escrow Fund, FY2001) |
|    | PROPOSED ACTION: | The Facilities Department requests authorization to purchase a fax machine for the Public Service Program Staff to fax confidential client information to Probation Officers and Courts. Recommended by Records Management. |
4) DEPARTMENT: 1040
ITEMS:
Personnel/Civil Service
4 - 36" 5-drawer lateral cabinets, $482 each
7 - 36" 3-drawer lateral cabinets, $292 each
1 - 36" 2-drawer lateral cabinet, $218 each
8 - 36" laminate tops to create work surface, $74 each
4 - Modular "box files" $145 each
ESTIMATED COST: $5,362
FUNDING SOURCE: Contingency, Furniture and Equipment
EXPENDITURE SOURCE: 00120.1040.08610.2001 (General Fund, Personnel/Civil Service, Special Equipment, FY2001)
PROPOSED ACTION: The Personnel/Civil Service Department requests the purchase of filing cabinets to file approximately 100 boxes of active personnel files on the floor that should be in cabinets and to comply with Records Management policies and procedures. Recommended by Records Management.

5) DEPARTMENT: 5110
ITEMS:
Juvenile Department - Charter School Grant (Dept 7500)
1 - cellular phone (0)
1 - cigarette lighter adapter ($25 each)
1 - Rate ICM ($174)
ESTIMATED COST: $199
FUNDING SOURCE: Grant Fund
EXPENDITURE SOURCE: 00466.7500.07213.2001 (Grant Fund, Juvenile Department, Cellular Phones, FY2001)
PROPOSED ACTION: The Juvenile department requests a cell phone for the Charter School Educational Services Coordinator. Recommended by Communications and Central Services.

6) DEPARTMENT: 1022
ITEMS:
Facilities Management
1 - cellular phone (0)
1 - cigarette lighter adapter ($25 each)
1 - Rate ICM ($210)
ESTIMATED COST: $235
FUNDING SOURCE: Contingency, Furniture and Equipment
EXPENDITURE SOURCE: 00120.1022.07213.2001 (General Fund, Facilities
PROPOSED ACTION: The Facilities Management department requests a cell phone for the Facilities Director. Recommended by Communications and Central Services.

7) DEPARTMENT: 4430 ITEMS: 265th Criminal District Court (Judge Keith Dean)
ESTIMATED COST: Orthopedic Chair
FUNDING SOURCE: $394.15
EXPENDITURE SOURCES: Contingency, Furniture and Equipment
PROPOSED ACTION: Judge Keith Dean, 265th Criminal District Court, requests authorization to replace one (1) Judge’s office chair with a orthopedic chair. Recommended by Office of Budget and Evaluation.

TELECOMMUNICATIONS REQUESTS

Juvenile - requests:
M-0103008 - to install new data-line cabling to replace defective existing cable in Rooms A152 and A177. Installation: $90.00; no monthly service increase. Recommended.

M-0103009 - to install a new data-line to replace a defective existing cable in Room 22. Installation: $70.00; no monthly service increase. Recommended.

M-0103013 - to install a loud bell on phone line in kitchen to allow employees to hear incoming calls while in difficult to hear areas. Installation: $267.50; no monthly service increase. Recommended.

95th District Court - requests:
M-0102094 - to upgrade a single-line phone to a multi-line phone to allow clerk to answer calls for the court. Installation: $31.50; no monthly service increase. Recommended.

M-0103011 - to install a single-line phone to support new fax machine. Installation: $71.00; no monthly service increase. Recommended.
Health & Human Services - requests:
M-0102091 - to install a data-line cable in Room 311 to provide network access. Installation: $45.89; no monthly service increase. **Recommended.**

M-0102092 - to install one data-line cable in Room 503 to provide network access. Installation: $80.39; no monthly service increase. **Recommended.**

M-0103017 - to relocate extension 2198 from existing wall to opposite wall in office. Installation: $50.00; no monthly service increase. **Recommended.**

M-0103018 - to relocate phone line from existing wall to opposite wall in office. Installation: $50.00; no monthly service increase. **Recommended.**

County Clerk M-0103004 - requests to relocate phone line to new location to avoid ongoing problems with housekeeping. To relocate phone line from existing wall to opposite wall in office. Installation: $42.00; no monthly service increase. **Recommended.**

Dallas Challenge Truancy M-0103002 - requests to install a new single-line phone for new employee. Installation: $71.00; no monthly service increase. **Recommended.**

Sheriff Patrol - requests:
M-0103015 - to install loud paging speaker on the outside of building to provide paging in the stable area. Installation: $185.50; no monthly service increase. **Recommended.**

M-0103014 - to install four new multi-lines and six new single-lines for new employees in the Patrol Division. Installation: $395.00; no monthly service increase. **Recommended.**

Sheriff Training Academy M-0102093 request to install one data-line cable in room A8 to provide network access. Installation: $87.50; no monthly service increase. **Recommended.**

Commissioners Court M-0103010 - requests to install a data-line cable on the 3rd floor to provide network access. Installation: $105.00; no monthly service increase. **Recommended.**

Funding for the above request is available from countywide Department 800, line item 432. Telephone Contingency.

Pagers

County Judge M-0102016 - requests to provide a pager for new employee. Monthly service increase: $2.88. **Recommended.**
Health & Human Services M-0102055 - requests to provide a pager for new Caseworker that works within jail. Monthly service increase: $2.88. Recommended.

DSO/NTATFF M-00112059 - requests to provide a alpha-numeric pager for new member of the Task Force. Monthly service increase: $5.95. Recommended.

Pagers are funded by the requesting department unless otherwise indicated.
February 20, 2001

To: Commissioners Court
From: J. Allen Clemson, Administrator
Subject: Disadvantaged Business Enterprise Briefing

BACKGROUND OF ISSUE

Dallas County Commissioners Court has for several years had a Minority/Woman Business Enterprise Policy. The purpose of this briefing is to present a proposed, updated policy, as well as Minority/Woman Business Enterprise bid specifications that are included with all bids and Requests for Proposal. The updated policy moves Dallas County away from the traditional Minority/Woman Business Enterprise program towards a Disadvantaged Business Enterprise program that is similar to what is used by TxDOT and what is supported by the North Central Texas Certification Agency.

IMPACT ON OPERATIONS

The main focus of the proposed revisions under Tab A is the standardization of policy terminology with what is used by the North Central Texas Regional Certification Agency and to introduce a new definition of socially and economically disadvantaged individuals which is the substantial component needed to be considered as a disadvantaged business.

This policy also clarifies a "Good Faith Effort" and the requirement to submit the information contained in Section 5.00 of this policy, REQUIREMENTS OF ALL BIDDERS with each bid or proposal. Failure to include this information would result in a non-compliant bid which would then be rejected.

Another clarification is in Section 6.00, Construction Projects. We have incorporated in this policy the practice of allowing bidders on construction projects to submit a subcontractor list with their initial bid and then revise their subcontractor list prior to the final contract award.

The final significant policy change is the commitment to adhere to CFR 49, part 26, when we utilize TxDOT funding. CFR 49, part 26, is the requirement placed on all agencies that
The final significant policy change is the commitment to adhere to CFR 49, part 26, when we utilize TxDOT funding. CFR 49, part 26, is the requirement placed on all agencies that utilize federal highway dollars to have a DBE program. Under Tab B, Specification Update, we have attempted to insure that the specifications and County policy are consistent which includes the commitment that Dallas County will adhere to TxDOT disadvantaged business enterprise requirements when utilizing TxDOT funds. To address a specific concern raised by a member of Commissioners Court, the vendors’ statistical report has been modified to include the year the reporting business was established.

Under Tab C, Staff has presented a copy of the most recent M/WBE Monthly Analysis Report as well as a copy of the Dallas Independent School District, the City of Dallas and DART. It is Staff’s understanding that various Court members have questions and comments concerning the current format of the County’s monthly report.

The final issue under Tab D is the County’s Coordinator for Minority Affairs’ recommendation to create a Disadvantaged Business Enterprise Department Coordinator’s Program which would allow a greater involvement of all County departments in expanding the County’s utilization of disadvantaged business enterprises.

FINANCIAL IMPACT

N/A

SCHEDULE

N/A

RECOMMENDATION

It is recommended that the Commissioners Court adopt the proposed policy revisions contained under Tabs A and B of this report and, based on the final outcome of your briefing concerning updating Dallas County’s purchasing policies, allow for the adjustment of these policies to be consistent with the final policies adopted for the County’s Purchasing Department.

Recommended by:

J. Allen Clemson, Administrator

Attachments
DISADVANTAGED BUSINESS ENTERPRISES

BRIEFING

February 20, 2001
2:00 p.m.

Commissioners Courtroom
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<th>DISADVANTAGED BUSINESS ENTERPRISES BRIEFING</th>
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<tr>
<td>1)</td>
<td>Policy revisions</td>
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<td>2)</td>
<td>Specifications update</td>
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<td>3)</td>
<td>Review of monthly reports</td>
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<td>DBE Coordinating Committee</td>
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DISADVANTAGED BUSINESS ENTERPRISES

POLICY UPDATE AND IMPACT

○ Update County's M/WBE policy to a DBE, MBE and WBE policy.

○ Update all definitions to conform to the NCTRCA.

○ Policy. Sections 2.05 and 2.06. includes the definition of socially, economically disadvantaged individuals and disadvantaged business enterprises.

○ Requires documentation of Good Faith Effort, Section 4.00.

○ Requires all bidders to provide all documentation at time of bid, Section 5.00. If not submitted, declare the bid non-compliant and reject it.

○ Construction projects - bidders must name proposed subcontractors with their bid; however, they may be changed up until the final selection or award of the contract.

○ When a procurement utilizes TxDOT funding the County must comply with federal regulations on utilization of DBE's (CFR 49, part 26).
POLICY STATEMENT

Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement, Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) in the County's total procurement process. It is the policy of Dallas County to involve qualified minority women-owned businesses, DBEs, MBEs and WBEs to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment, services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate yardstick in the utilization of contractors, subcontractors, vendors, services, professional services, and suppliers. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

[County Order #89-0614, 04/10/89]

DEFINITIONS

The following definitions are currently applied by the North Central Texas Regional Certification Agency (Agency) Council of Governments for the certification of vendors as DBEs, MBEs and WBEs. Minority Women-Owned Business Enterprise. The North Central Texas Council of Governments - The Agency's certification process will be utilized by Dallas County in conjunction with the implementation of this policy.

A Minority Business means all individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:

1A) African Americans, (such as, but not limited to, persons having origins in any of the black racial tribes of Africa), or

2B) Hispanic Americans, (such as, but not limited to, persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race), or

3C) Native Americans, (such as, but not limited to, persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians), or

4D) Asian-Pacific Americans, (such as, but not limited to, persons whose origins are from Myanmar (Burma), Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Guam, Taiwan, Laos, Cambodia, Kampuchea, Vietnam, Korea, the Philippines, Samoa, the U.S. Trust Territories of the Pacific and the Northern Marianas, (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of Northern Mariana Islands, Macao, Hong Kong, Fiji, Tuvalu, or

5E) Asian-Indian Americans, (such as, but not limited to, persons whose origins are from India, Pakistan, and Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal), or

6F) Alaska Natives - A citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlakta Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen who a Native village or Native group regards as an Alaska Native, if their father or mother is/was regarded as an Alaska Native, or
Alaska Native Corporations (ANC) - Any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended in 43 USC 1601, et seq., or

Indian Tribes - Any tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided to Indians because of their status by the United States. Or, when such programs and services are recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of "tribally-owned concern".

Native Hawaiians - Any individual whose ancestors were natives, prior to 1778, of the area, which now comprises the State of Hawaii, or

Native Hawaiian Organizations - Any community service organization serving Native Hawaiians in the State of Hawaii, which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians, or

Tribally Owned Concerns - Any concern at least 51 percent owned by a recognized Indian tribe, or any other minorities or individuals as interpreted by the certifying Agency. (the North Central Texas Council of Governments), and

2.03 A Minority Business Enterprise (MBE) means a business concern:

A) which is at least 51% owned and controlled by one or more minority persons, of the above referenced individuals, or in the case of any publicly owned business, corporation at least 51% of the stock is owned by one or more minorities of the individuals referenced in Section D 2.01 A above, and

B) whose management and daily business operations are controlled by one or more of the minority individuals who own it (minority persons include all persons referenced in Section 2.02 of this policy).

2.04 A Woman-Owned Business Enterprise (WBE) means a business concern:

A) which is at least 51% owned and controlled by one or more women, or in the case of a publicly owned business, of which at least, 51% of the stock is owned by one or more women, and

B) whose management and daily business operations are controlled by one or more of the women who own it.

2.05 Socially and economically disadvantaged individual means:

A) any individual who is a citizen or lawfully admitted permanent resident of the United States and who is in the following groups, members of which are refutably presumed to be socially and economically disadvantaged:

1) "Women";

2) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

3) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

4) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
"Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Myanmar (Burma), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong.

"Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.

"Disabled;

Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

B) Any individual not included in Section 2.05 A) who, on a case-by-case basis, the Agency finds to be a socially and economically disadvantaged individual.

2.06 Disadvantaged Business Enterprise (DBE) means a concern:

A) which is an independent for-profit small business; and

B) which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

C) whose management and daily business operations are controlled as defined herein, by one or more of the socially and economically disadvantaged individuals who own it; and

D) which receives certification by the Agency as meeting the requirements stated in this definition; and

E) which meets the size standards utilized by the Agency (13 CFR, Part 121.2 and other relevant regulations).

2.047 A Construction Project means any construction, including incidentals thereto, performed for public use, protection or enjoyment, originally of a fixed nature and usually with public funds.

{Court Order #89-0614, 04/10/89}

2.08 Agency means The North Central Texas Regional Certification Agency.

2.09 Certification means the process by which a business enterprise is initially determined by the Agency to be a bonafide minority or woman owned business.
2.10 **Control** means the primary power to direct the management of a business enterprise.

2.11 **Disabled/Disability** means a person is considered disabled if their disability is chronic, longstanding and can be recognized by the general public. To prove disability, a person must present evidence that their disability has hindered them in doing business with the government. Generally, a person with a handicap that causes them to receive a status of at least 50% incapacitated and recognized by the federal or state government is acceptable.

**IMPLEMENTATION/ADMINISTRATION**

2.053.00 Dallas County will actively seek and encourage minority women-owned businesses DBEs, MBEs and WBEs to participate in all facets of the procurement process by:

A) establishing a database of vendors, suppliers, professionals, and contractors, which includes along with majority, minority women-owned businesses, DBEs, MBEs and WBEs, and their areas of expertise, and capabilities to perform.

B) establishing a communication link between minority women, DBE, MBE and WBE vendors, suppliers, professionals, and contractors that will facilitate their involvement in the procurement process. Dallas County shall also utilize other governmental agencies and established organizations that have as one of their functions the involvement of minority women, DBE, MBE and WBE businesses in the free enterprise system.

C) advertising for bids submitals in a major daily newspaper with county-wide circulation. Advertisement shall be published once a week with the first day of publication being at least fourteen (14) days prior to the bid opening date. Longer advertising shall be utilized when feasible to encourage additional competition among bidders. Minority weekly newspapers shall be utilized for permanent display ads referring vendors, suppliers, professionals, and contractors to the Dallas County Minority Women-Owned Business Enterprise (M/WBE) Coordinator of Minority Affairs (CMA).

D) restructuring bids and proposals, where possible and when beneficial to the County, to include opportunities for firms of varying sizes to participate in the procurement process of Dallas County for goods, equipment and services. over $10,000.00.

2.063.01 Dallas County Purchasing Department shall establish an informal bidding and telephone solicitation system that rotates the bidders (majority and minority) asked to submit pricing on purchases that are estimated to cost under $10,000.00. However, Subchapter 262 - Local Government Code, County Purchasing Act, shall be strictly adhered to in all specifications and subsequent estimated cost determinations.

2.073.02 Goods, equipment, and services estimated to cost less than $500.00 shall be purchased utilizing a minimum of one-third DBE, MBE and WBE minority women vendors solicitations, provided said vendors that are available and included in the County's vendor database, to supply the goods, equipment, or service. to be procured.

2.083.03 Those purchases estimated to cost between $500.00 and $5,000.00 shall be purchased utilizing a minimum of two-fifths minority women, DBE, MBE and WBE vendors solicitations, provided said vendors that are available and included in the County's vendor database, to supply the goods, equipment, or service. to be procured.
DRAFT FINAL

The County’s Purchasing Department shall document the rotation of bidder solicitations (under $5,000,000) to ensure that minority-owned DBE, MBE and WBE vendors, suppliers, and contractors are given an ample opportunity to profitably participate in the process. The CMA shall provide periodic reports to the Commissioners Court on the effectiveness of this telephone solicitation program.

GOOD FAITH EFFORT REPORT REQUIREMENTS

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure DBE, MBE and WBE minority-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract for those subcontract areas occurring later in the construction process. However, if the successful bidder does not document a "Good Faith Effort" in securing DBE, MBE and WBE minority-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Commissioners Court. Compliance with Dallas County’s "Good Faith Effort" will be defined as:

A) attendance at the pre-bid/pre-proposal conferences, if any, scheduled by the County; or

B) documented efforts to follow up initial solicitation of interest by contacting DBE, MBE and WBE minority-owned firms to determine with certainty whether these firms are interested; or

C) documented efforts made to select portions of the work proposed to be performed by DBE, MBE and WBE minority-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation); or

D) documentation showing each DBE, MBE and WBE minority-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions; or

E) documented efforts to assist the DBE, MBE and WBE minority-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance; or

F) documented efforts that demonstrate that the contractor effectively used the services of available community organizations, contractors’ groups, local state and federal small businesses, DBE, MBE and WBE minority-owned business assistance offices and other organizations that provide assistance and placement of DBEs, MBEs and WBEs minority-owned businesses.

[Court Order #89-0614, 04/10/89]

MINORITY-WOMEN-OWNED BUSINESS

REQUIREMENTS OF ALL BIDDERS

The following Minority/Women-Owned Business specifications must be included in all bid solicitations.
Each firm responding to this solicitation shall be required to submit with their bid or proposal the DBE, MBE and WBE Specifications for Bids and RFPs which is included as an attachment A to this policy. The DBE, MBE and WBE Specification shall contain the following information regarding minority-women business DBE, MBE and WBE participation in this project. This would include:

A) documentation demonstrating compliance with Dallas County's Good Faith Effort Policy (see Section D 3.02);

B) MBE/WBE the DBE, MBE and WBE Equal Employment Statement that is evidence of the firm's commitment to equal employment opportunity without regard to race, color, creed, gender, age, national origin, or disability; Participation Report Form (see Section D 3.03);

C) the DBE, MBE and WBE Participation Report that identifies the DBE, MBE or WBE status of the prime contractor as well as any DBEs, MBEs and WBEs that are planned to be used on the project along with their percentage of participation.

D) a Letter of Assurance A or a Letter of Assurance B; (see Section D 3.04 or 3.05);

1) Letter of Assurance A - the bidder or proposer assures that their firm will meet the level of participation reported in the DBE, MBE and WBE Participation Report;

2) Letter Assurance B - the bidder or proposer assures that their firm will perform the project with their own work force and without DBE, MBE and WBE subcontractors which is supported by Good Faith Effort documentation.

D) MBE/WBE Identification (see Section D 3.06); and

E) the Vendor Statistical Report for the general contractor and subcontractors with 20% or more of the work that shows the number of employees by gender, race or national origin and by occupational categories (see Section D 3.07).

[Court Order #89-0614, 04/10/89]

CONSTRUCTION PROJECTS

20:10 Minority involvement shall be encouraged for construction projects shall be encouraged by the following:

A). Prospective General Contractors shall submit with their bid, as evidence of their Good Faith Effort, prior to award of contract, or with the Commissioners Court approval prior to commencing work, a completed copy of all required documents and reports in the Dallas County DBE, MBE and WBE Business Specification For Bids / Requests for Proposals Section 5.0 of this policy; Statistical Report (see Section D 3.06) for the company and each proposed and actual subcontractor with a sub-contractor of twenty percent (20%) or more.

1) the name, address, and telephone numbers of proposed and actual subcontractors; trade, minority/women ownership status; and estimated dollar amount of each actual subcontractor; and
The successful General Contractor will show documented evidence of a "Good Faith Effort" in soliciting and securing minority women-owned business involvement for all subcontract and supply activities. A "Good Faith Effort" Plan shall be a guide in determining documentation solicitation and utilization of qualified minority women-owned businesses.

3) Documented evidence of previous use of subcontractors on similar projects with dollar amounts and percentages of total contracts.

B) Prior to award or final selection, the name, address, and telephone number of the actual subcontractors, DBEs, MBEs and WBEs, ownership status and actual dollar amount of each actual subcontractor, required by Section 5.00 C of this policy shall be submitted to the Purchasing Department.

BC) Dallas County’s CMA shall be notified by the Purchasing Department of any subcontractor changes. Proposed to actual, as they pertain to the DBE, MBE and WBE Participation Report required by Section 5.00 C D 2.05 A 2 above and the reasons for said changes. The CMA will review the proposed changes and report variance from County policy and the contractors Letter of Assurance to the Commissioners Court.

2D) The successful / selected contractor / firm will submit to Dallas County a DBE, MBE and WBE Payment Report with each invoice.

{Court Order #89-0614, 04/10/89}

TEXAS DEPARTMENT of TRANSPORTATION (TXDOT FUNDED PROJECTS)

7.00 In the design, development and construction of TxDOT funded projects, Dallas County is committed to complying with TxDOT’s policies regarding CFR 49, part 26. The CMA will assist the County’s Public Works Director with the preparation and submission of required reports.

PROFESSIONAL SERVICES

A Committee shall develop, with The Commissioners Court shall approve, all criteria for uniformly evaluating professional service proposals, prior to their distribution for solicitation of Requests for Proposal (RFP). The An evaluation committee that shall consist of representatives of the Commissioners Court, Purchasing Department, affected departments, as appropriate, the M/WBE Coordinator, CMA and other departments and participants as may be determined necessary by the Commissioners Court shall evaluate the proposals.

8.01 After a RFP is distributed for solicitation, procedural questions from interested professionals shall be directed to the Purchasing Agent. Questions pertaining to DBE, MBE and WBE policies or Good Faith Effort will be referred to or the M/WBE Coordinator, CMA by the Purchasing Department. Technical questions shall be directed to the specified department.

2.42 Prospective professional service providers shall submit with their RFP’s as evidence of their Good Faith Effort A completed copy of all required documents and reports in the Dallas County DBE, MBE and WBE Business Specification For Bids / Requests for Proposals Section, Section 3.0 of this policy that includes Statistical Report (see Section D 3.06) for the company and each proposed and actual subcontractor with a
The successful / selected contractor / firm will submit to Dallas County a DBE, MBE and WBE Payment Report with each invoice.

Dallas County’s CMA shall be notified of subcontractor changes, proposed to actual, as they pertain to Section 3.06 C, D 2.05 A 2 above and the reasons for said changes. The CMA will review the proposed changes and report variance from County policy and the contractors Letter of Assurance to the Commissioners Court.

[Court Order #89-0614, 04/19/89]

MEB/E BE PARTICIPATION REPORT

The following MBE/WBE Participation Reports will be submitted by all bidders:

PROJECT NUMBER ___________________ PROJECT TITLE ___________________

INSTRUCTIONS - (SEE BACK)

NAME OF THE MBE/WBE: ____________________________

ADDRESS OF MBE/WBE: ____________________________

PHONE NUMBER: ____________________________

DESCRIPTION OF WORK/SUPPLIES PROVIDED: ____________________________
MBE or WBE: ____________________________ CERTIFICATION # North Central Texas Council of Governments

CHECK ONE AND GIVE AMOUNT OF YOUR CONTRACT $ ______

SUBCONTRACTOR ______ THIS MBE AWARD EQUALS ______ %

SUBCONSULTANT ______ OF YOUR CONTRACT

MATERIAL SUPPLIES ______

AMOUNT $ ______

COPY OF SUBCONTRACT, LETTER OF INTENT, NOTICE TO PROCEED, ETC. ENCLOSED

____ YES ______ NO, PLEASE EXPLAIN: ____________________________

__________________________________________

___________________________

___________________________

____ NO MBE/WBE's ADDED. PLEASE EXPLAIN: ____________________________

__________________________________________

Below section is to be completed by the prime or sub using the M/WBE shown above:

NAME OF BUSINESS ____________________________

ADDRESS ____________________________

PHONE NUMBER ____________________________

TYPED NAME & TITLE OF PREPARER ____________________________

SIGNATURE ____________________________

DATE ____________________________

NOTE: Please be advised that this information will be confirmed with the MBE/WBE firms. 
{Court Order #89-0614, 04/10/89}

LETTER OF ASSURANCE

Each Proposer/Bidder will be required to sign one of the following letters of assurance and return with their proposal/bid:

3-04 The undersigned bidder/proposer hereby assures that our firm will meet or exceed established County M/WBE goals or shall demonstrate and document a Good Faith Effort to comply with the Dallas County Minority and Women-Owned Business Enterprises Program in subcontract/subconsultant awards.

___________________________

NAME OF COMPANY ____________________________

DATE ____________________________
3.05 The undersigned bidder/proposer hereby certifies that our firm will perform the entire contract with our own work forces, without the use of any subcontractors/subconsultants, and submit information sufficient for the County to determine it is within our demonstrated capabilities and that it is our normal business practice.

NAME OF COMPANY

DATE

SIGNATURE

TITLE (Officer of Company)

3.06 Minority Business Enterprise (MBE) The offeror represents that it is not a minority-owned business. North Central Texas Council of Governments Certification #______________

Women-Owned Business Enterprise (WBE) The offeror represents that it is not a women-owned business. North Central Texas Council of Governments Certification #______________

3.07 FOR RFP'S

MINORITY/WOMEN OWNERSHIP OF MY FIRM

MINORITY/WOMEN INVOLVEMENT

% OF MY FIRM IS MINORITY OWNED

Approximately % employees assigned to this project will % OF MY FIRM IS WOMEN OWNED be minorities and approximately % will be female (Anglo females):

OR, MY COMPANY IS A PUBLICLY HELD CORPORATION AND OWNERSHIP IS NOT AVAILABLE:

CHECK HERE

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Submit in the space below a statement of Equal Employment Opportunity within your firm. Or, you may attach a copy of your firm's EEO Statement if one exists.

MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) The offeror represents that it is not a minority-owned business. North Central Texas Council of Governments Certification #______________
Women-Owned Business Enterprise (WBE) - The offeror represents that it is _____ is not a woman-owned business. North Central Texas Council of Governments Certification.

[Court Order #82-0614-04-10-89]
DBE, MBE, WBE SPECIFICATIONS

- Conforms with update of DBE, MBE, WBE policy update, Tab A
- Includes TxDOT assurance
- Added to Vendor Statistical Report the month and year business was established
I. **POLICY MISSION STATEMENT** - Dallas County is wholly committed to developing, establishing, maintaining and enhancing Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE) and Woman Business Enterprises in the County's total procurement process. It is the policy of Dallas County to involve qualified DBEs, MBEs and WBEs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its contractors, their suppliers, subcontractors and vendors of goods, equipment, services and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate "yardstick" in the selection process. Any and all parties doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. **Compliance to Texas Department of Transportation (TxDOT)** - Dallas County shall comply with TxDOT's policies regarding CFR 49, part 26. The Coordinator of Minority Affairs will assist the Director of Public Works in obtaining and submitting progress reports as required by TxDOT.

III. **Requirement of All Bidders** - Each firm responding to this solicitation shall be required to submit with their bid information regarding minority/woman business DBE, MBE and WBE participation in this project. This includes:

Check upon completion (forms attached):

☑️ 1. Compliance with Dallas County's Good Faith Policy.
☑️ 3. DBE, MBE and WBE Participation Report Form.
☑️ 4. A Letter of Assurance A or a Letter of Assurance B.
☑️ 5. Vendor Statistical Report (must also be submitted on subcontractors with 20% or more of the work).
☑️ 6. Dallas County DBE, MBE and WBE Payment Report.

**Note**

In the event that the awarded Vendor is encouraged and/or required to subcontract and commits document effort(s) to utilize minority and/or Woman owned businesses DBEs, MBEs and WBEs as subcontractors, the Vendor is further instructed to submit Attachment 2, DBE, MBE and WBE Participation Report that indicates the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors. These forms must be submitted to the Purchasing Department within five (5) days after with the initial bid documentation are opened. As stated in the Good Faith Effort Statement (Attachment 1), in some bids vendors may be allowed up to five (5) days to identify subcontractors. When this opportunity is made available it will be clearly stated as an addendum to the document. Failure to submit MBE/WBE Attachments 1, 2, 3, 4, and 5 of this specification with your initial bid may result in declaring the affected proposal non-compliant. Once work commences, the awarded vendor (prime contractor) must submit an MBE/WBE DBE, MBE and WBE subcontractor status Payment Report (attached) (Attachment 6) with each payment invoice before payments will be authorized for release.
GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority woman-owned businesses WBEs, MBEs and WBEs as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. When this opportunity is made available it will be clearly stated as an addendum to the document. If you do not find such addendum you should complete and timely submit all requested documentation with your bid. However, if the successful bidder does not document a "Good Faith Effort" in securing minority woman-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Documented efforts to follow up initial solicitation of interest by contacting DBE, MBE and WBE minority woman-owned firms to determine with certainty whether these firms are interested.
3. Documented efforts made to select portions of the work proposed to be performed by minority woman-owned DBE, MBE & WBE firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting documentation showing each minority woman-owned firm DBE, MBE and WBE contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Documented efforts to assist the minority woman-owned firms DBEs, MBEs, WBEs contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Documented efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor groups, local, state and federal small business, minority woman-business DBE, MBE and WBE assistance offices and other organizations that provide assistance and placement of minority woman-owned DBEs, MBEs and DBEs.
Attachment 2

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
(Please attach copy of existing, or, type print below)

☐ Statement Attached (1 page version) ☐ Statement Listed Below

______________________________

______________________________

______________________________

______________________________

______________________________

______________________________

Printed Name of Preparer

Signature

Date:

Title
DBE/MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER

PROJECT TITLE

Total Amount of Your Bid

Planned DBE, MBE and WBE Subcontractor(s)
List each DBE, MBE and WBE business that you plan to use on this initiative.
Deletion of firms must be approved by Dallas County prior to installation.

<table>
<thead>
<tr>
<th>Name of DBE/MBE/WBE</th>
<th>NCTRCA* Certification #</th>
<th>Phone #</th>
<th>S** / M***</th>
<th>Description of Work</th>
<th>Amount</th>
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*North Central Texas Regional Certification Agency - S** = Sub (contractor/consultant) - **M = Material Supplier

☐ No DBE/MBE/WBEs Added: Please Explain ____________________________________________

Prime Contractor’s Company Profile
(Please check all applicable categories)

☐ DBE/MBE/WBE Ownership of Prime Contractor/Consultant
   NCTRCA Certification # ___________ Expiration Date ___________ Minority ___________% Female (Anglo) ___________%

☐ DBE Owned ___________% ☐ MBE Owned ___________% ☐ WBE Owned ___________% ☐ Publicly Held ☐ Non-Profit

Owner/Official Acknowledgment

Company/Firm Business Name ______________________________________________________

Address (including City/State/Zip) _____________________________________________ Phone # ______

Printed Name of Preparer ______________________________________________________

Signature ___________________________ Title ___________________________ Date ______

Attachment 3
### Letter of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted DBE, MBE and WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County DBE, MBE and WBE policies in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals submitted in the DBE, MBE and WBE Participation Report, Attachment 3, will be done so only with the concurrence of Dallas County.

<table>
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<tr>
<th>Name of Company</th>
<th>Signature</th>
<th>Title (Officer of firm)</th>
<th>Date</th>
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*(Complete this section only if you are planning to use the services of a certified vendor.)*

Or

### Letter of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

- [ ] With our own work forces and submit information sufficient to demonstrate that it is our normal business practice to do so, or

- [ ] Without the services of DBE, MBE and WBE subcontractors/subconsultants. The undersigned further has submitted Good Faith Effort documentation as required by Dallas County's Good Faith Policy, Attachment 1.

<table>
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<tr>
<th>Name of Company</th>
<th>Signature</th>
<th>Title (Officer of firm)</th>
<th>Date</th>
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</table>

*(Complete this section only if you are planning to use the services of a certified vendor.)*

**NOTE:** Each proposer is required to sign one of the above letters of assurance which shall be returned with your proposal.
## Permanent Full-Time Employment

- **Vendor Statistical Report**

### COMPANY NAME:

### ADDRESS:

### TELEPHONE:

### In Business Since (MM/YY) ___/___

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### CHECK ONE:

- Minority-Owned Firm (NCTRCA) Certification #
- Woman-Owned Firm Certification #
- Non-Minority Owned Firm

### Signature/Date:

### Typed Name and Title:
DESCRIPTION OF JOB CATEGORIES

Officials and Managers - Occupations requiring administrative managerial personnel who set broad policies, exercise overall responsibility, determine the policies and direct individual departments or special phases of a firm's operations. Includes officials, executives, mobile managers, and superintendents, salaried supervisors who are members of management, purchasing agents, buyers, appliance distributors, and managers, ship, steamship, freight, and other officers, farm operators and managers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes accountants, auditors, airplane pilots, navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel, labor relations specialists, physical scientists, physicians, social workers, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two years of college, high school, or high school education such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes computer programmers, drafters, engineering aides, junior engineers, mathematicians, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences, and kindred trades).

Sales - Occupations engaging wholly or primarily in direct selling. Includes advertising agents and sales workers, insurance agents, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and kindred workers.

Office and Clerical - Includes clerical-type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. Includes bookkeepers, collectors (bills accounts), messengers, office helpers, office machine operators (including computer), shipping receiving clerks, stenographers, typists, secretaries, telegraph, telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes building trades, hourly paid supervisors, and lead operators who are not members of management, mechanics and repairers, skilled machinists, occupations, compositors, and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern model makers, stationary engineers, tailors, trainmen, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semi-skilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, sawyers, delivery workers, sewers and cutters, machinists, dryers, furnace workers, heaters, laundry and dry cleaning operatives, mailmen, machine operators, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary, fire fighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers, meat cutters, inspectors, testers and graders, hand packers and packagers, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training, perform elementary duties that may be learned in a few days and requires the application of little or no independent judgment. Includes garage laborers, car washers and greasers, groundkeepers and gardeners, farm workers, stevedores, woodchoppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. Includes attendants (hospital and other institutions, professional and personal service, including nurses aides and orderlies), bartenders, bar workers and cleaners, cooks, counter and fast food workers, elevator operators, fire fighters and fire protection, guards, doorknockers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

On-the-job (OJT) Trainees:

Production - Persons engaged in formal training for craft worker - when not trained under apprentice programs - operative, laborer, and service occupations.

White Collar - Persons engaged in formal training for official, managerial, professional, technical, sales, office and clerical occupations.
DALLAS COUNTY DBE/MBE/WBE PAYMENT REPORT

<table>
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<tr>
<th>Bid/RFP Number</th>
<th>Project Title</th>
<th>Invoice #</th>
<th>Work Order Date</th>
<th>Job #</th>
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Prime/General Contractor

List each DBE/MBE/WBE business that you plan to use on this initiative. **Deletion** of firms **must be approved** by Dallas County prior to finalization.

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<th>Planned Amount</th>
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</tr>
</tbody>
</table>

**Note:**

This form must be completed and submitted with each payment request. Any (significant) deviation from planned proposal should include an attached explanation.

The information listed above is certified to be correct.

Reviewed by

_____________________________  ________________  ________
Printed Name of Officer/Director  Signature of Officer/Director  Date  Dallas County Project Manager  Date
DISADVANTAGED BUSINESS ENTERPRISES
MONTHLY or QUARTERLY REPORTS

- Dallas County
- DISD
- City of Dallas
- DART
### Fiscal 2000

<table>
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<td>258,889</td>
<td>0.59%</td>
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<tr>
<td>AEM</td>
<td>2,495,158</td>
<td>8.93%</td>
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<tr>
<td>HIF</td>
<td>28,231</td>
<td>0.08%</td>
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<td>HEM</td>
<td>1,023,829</td>
<td>2.74%</td>
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<tr>
<td>NAIF</td>
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<td>NAEM</td>
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<td>60,011</td>
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<td>AIM</td>
<td>7,066</td>
<td>0.02%</td>
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<td>OIM</td>
<td>21,686</td>
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<td>1,376</td>
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<tr>
<td>PF</td>
<td>0</td>
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<tr>
<td>PM</td>
<td>50,664</td>
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</tr>
<tr>
<td>WF</td>
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### Fiscal 2001

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<td>NAEM</td>
<td>1,844</td>
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<td>AIM</td>
<td>9,414</td>
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<td>AIM</td>
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<td>151,098</td>
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<td>PM</td>
<td>3,066</td>
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<td>WF</td>
<td>484,139</td>
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<tr>
<td><strong>MWBETotal</strong></td>
<td><strong>1,340,916</strong></td>
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<tr>
<td><strong>Non-MWBE</strong></td>
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<td><strong>Grand Total</strong></td>
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**filename:** c:\mwbeptrsinov2000.wpd
Total Payment Allocation
4th Quarter FY 99-00
Jun 00 - Aug 00

Dallas Public Schools

Total Dollars Paid = $12.7M
MBE and WBE Allocation

Dallas Public Schools

Total M/WBE Dollars Paid = $2.8M

[Diagram showing data on M/WBE, with different symbols for Minority* and White Female]

* African Americans, Hispanic, Indian Asian, Native American, Pacific Asian
M/WBE QTR Comparison

Dallas Public Schools

M/WBE Department

1st QTR FY 99-00  2nd QTR FY 99-00  3rd QTR FY 99-00  4th QTR FY 99-00

Total $  $22.6M  $21.2M  $13.8M  $12.7M
## OFFICE OF MINORITY BUSINESS OPPORTUNITY
### GOOD FAITH EFFORT PERFORMANCE REPORT
(OCT 1999 - SEP 2000)

<table>
<thead>
<tr>
<th></th>
<th>CONSTR. (SM&amp;LRG)</th>
<th>A&amp;E (SM&amp;LRG)</th>
<th>PROF SERV (SM&amp;LRG)</th>
<th>OTHER SERV (SM&amp;LRG)</th>
<th>GOODS (SM&amp;LRG)</th>
<th>TOT (SM&amp;LRG)</th>
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<td></td>
<td>AMOUNT</td>
<td>% of TO $</td>
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<td>% of TO $</td>
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<td>DALLAS (LOCAL)</td>
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<tr>
<td>AFR AM</td>
<td>8,125,056</td>
<td>5.5%</td>
<td>1,677,435</td>
<td>5.4%</td>
<td>536,966</td>
<td>9.1%</td>
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<tr>
<td>HISPEK</td>
<td>17,040,353</td>
<td>14.6%</td>
<td>4,283,929</td>
<td>4.1%</td>
<td>60,260</td>
<td>0.5%</td>
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<td>ASIAN</td>
<td>1,573,669</td>
<td>1.2%</td>
<td>1,844,451</td>
<td>2.0%</td>
<td>3,546</td>
<td>0.0%</td>
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<tr>
<td>NAT AM</td>
<td>2,193,693</td>
<td>1.7%</td>
<td>207,701</td>
<td>0.7%</td>
<td>1,180</td>
<td>0.0%</td>
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<tr>
<td>TOTAL MIWB</td>
<td>25,523,287</td>
<td>20.9%</td>
<td>7,006,448</td>
<td>21.7%</td>
<td>559,227</td>
<td>11.1%</td>
</tr>
<tr>
<td>CAU WOM</td>
<td>7,464,176</td>
<td>6.0%</td>
<td>1,396,809</td>
<td>4.1%</td>
<td>56,144</td>
<td>1.0%</td>
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<tr>
<td>TOTAL MIWB</td>
<td>32,987,463</td>
<td>27.0%</td>
<td>8,403,257</td>
<td>25.8%</td>
<td>615,371</td>
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<td>TOT EN</td>
<td>187,912,919</td>
<td>147,234,120</td>
<td>9,529,055</td>
<td>31,377,912</td>
<td>42,296,766</td>
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<td>NON-LOCAL</td>
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<tr>
<td>AFR AM</td>
<td>8,411,112</td>
<td>5.4%</td>
<td>336,155</td>
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<td>37,674,144</td>
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<td>179,093</td>
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<td>29,120</td>
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<td>NAT AM</td>
<td>3,500,166</td>
<td>2.2%</td>
<td>3,160</td>
<td>0.0%</td>
<td>7,413</td>
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<tr>
<td>TOTAL MIWB</td>
<td>45,266,663</td>
<td>21.2%</td>
<td>1,176,317</td>
<td>21.9%</td>
<td>138,846</td>
<td>2.9%</td>
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<tr>
<td>CAU WOM</td>
<td>21,269,817</td>
<td>10.0%</td>
<td>221,087</td>
<td>4.3%</td>
<td>147,576</td>
<td>1.8%</td>
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<tr>
<td>TOTAL MIWB</td>
<td>66,536,480</td>
<td>31.2%</td>
<td>1,398,404</td>
<td>27.2%</td>
<td>384,422</td>
<td>4.8%</td>
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<tr>
<td>TOT EN</td>
<td>154,770,109</td>
<td>51,119,937</td>
<td>8,039,646</td>
<td>20,548,014</td>
<td>20,655,217</td>
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<tr>
<td>LOCAL-NON-LOCAL</td>
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<tr>
<td>AFR AM</td>
<td>15,534,298</td>
<td>5.3%</td>
<td>1,013,289</td>
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<td>666,094</td>
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<td>HISPEK</td>
<td>39,833,537</td>
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<td>4,421,951</td>
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<td>138,533</td>
<td>0.4%</td>
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<tr>
<td>ASIAN</td>
<td>888,450</td>
<td>0.3%</td>
<td>1,241,120</td>
<td>3.6%</td>
<td>30,766</td>
<td>0.1%</td>
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<tr>
<td>NAT AM</td>
<td>5,893,419</td>
<td>1.5%</td>
<td>210,004</td>
<td>0.6%</td>
<td>1,180</td>
<td>0.0%</td>
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<tr>
<td>TOTAL MIWB</td>
<td>63,151,774</td>
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<td>7,999,185</td>
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<tr>
<td>CAU WOM</td>
<td>28,437,993</td>
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<td>201,721</td>
<td>0.5%</td>
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<tr>
<td>TOTAL MIWB</td>
<td>91,589,767</td>
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<td>9,417,741</td>
<td>27.1%</td>
<td>1,018,294</td>
<td>7.2%</td>
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<tr>
<td>TOT EN</td>
<td>302,683,124</td>
<td>30,172,117</td>
<td>13,870,401</td>
<td>67,955,926</td>
<td>114,911,221</td>
<td>553,234,924</td>
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DISADVANTAGED BUSINESS ENTERPRISES
MONTHLY or QUARTERLY REPORTS

- Dallas County
- DISD
- City of Dallas
- DART
**Monthly M/WBE Analysis Report**

**December, 2000**

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<th>Fiscal 2001</th>
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<tbody>
<tr>
<td>Amount</td>
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<tr>
<td>AF</td>
<td>258,889</td>
</tr>
<tr>
<td>A M</td>
<td>2,995,158</td>
</tr>
<tr>
<td>H F</td>
<td>28,231</td>
</tr>
<tr>
<td>H M</td>
<td>1,023,829</td>
</tr>
<tr>
<td>NAIF</td>
<td>71,682</td>
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<tr>
<td>NAIM</td>
<td>28,840</td>
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<tr>
<td>N L</td>
<td>60,011</td>
</tr>
<tr>
<td>A M</td>
<td>7,066</td>
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<tr>
<td>O M</td>
<td>21,686</td>
</tr>
<tr>
<td>O O</td>
<td>1,376</td>
</tr>
<tr>
<td>P F</td>
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</tr>
<tr>
<td>P M</td>
<td>50,664</td>
</tr>
<tr>
<td>W F</td>
<td>2,043,395</td>
</tr>
</tbody>
</table>

| MWBE Total | 8,383,479  | 22.47%     | MWBE Total | 1,340,916  | 10.04%     |
| Non-MWBE   | 28,918,224 | 77.53%     | Non-MWBE   | 12,017,442 |            |
| Grand Total| 37,301,703 |            | Grand Total| 13,358,358 |            |

*filename: c:\mwberpts\nov2000.wpd*
Total Payment Allocation
4th Quarter FY 99-00
Jun 00 - Aug 00
Dallas Public Schools
M/WBE Department

Total Dollars Paid= $12.7M
MBE and WBE Allocation

Dallas Public Schools

Total M/WBE Dollars Paid = $2.8M

* African Americans, Hispanic, Indian-Asian, Native American, Pacific Asian
M/WBE QTR Comparison

Dallas Public Schools

M/WBE Department

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Amount</th>
<th>Percentage</th>
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<tr>
<td>1st QTR FY 99-00</td>
<td>$22.6M</td>
<td>15%</td>
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<tr>
<td>2nd QTR FY 99-00</td>
<td>$21.2M</td>
<td>13%</td>
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<tr>
<td>3rd QTR FY 99-00</td>
<td>$13.8M</td>
<td>15%</td>
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<tr>
<td>4th QTR FY 99-00</td>
<td>$12.7M</td>
<td>23%</td>
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Total $ $22.6M $21.2M $13.8M $12.7M
## OFFICE OF MINORITY BUSINESS OPPORTUNITY
GOOD FAITH EFFORT PERFORMANCE REPORT
(OCT 1999 - SEP 2000)

<table>
<thead>
<tr>
<th></th>
<th>AMOUNT</th>
<th>% of</th>
<th>AMOUNT</th>
<th>% of</th>
<th>AMOUNT</th>
<th>% of</th>
<th>AMOUNT</th>
<th>% of</th>
<th>AMOUNT</th>
<th>% of</th>
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</thead>
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<td>-CONSTR (SML-LRG)-</td>
<td>$8,115,016</td>
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<td>$1,657,135</td>
<td>5.0%</td>
<td>$558,066</td>
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<td>$1,356,138</td>
<td>7.5%</td>
<td>$741,983</td>
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<td>-A &amp; E (SML-LRG)-</td>
<td>$17,109,193</td>
<td>11.6%</td>
<td>$4,233,858</td>
<td>14.6%</td>
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<td>1.1%</td>
<td>$456,267</td>
<td>2.9%</td>
<td>$306,523</td>
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<td>-PROF SERV (SML-LRG)-</td>
<td>$157,665</td>
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<td>$584,151</td>
<td>2.0%</td>
<td>$1,646</td>
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<td>$277,379</td>
<td>0.9%</td>
<td>$21,586</td>
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<tr>
<td>-OTHER SERV (SML-LRG)-</td>
<td>$2,193,953</td>
<td>1.6%</td>
<td>$227,791</td>
<td>0.7%</td>
<td>$1,180</td>
<td>0.0%</td>
<td>$17,843</td>
<td>0.1%</td>
<td>$415,992</td>
<td>0.6%</td>
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<tr>
<td>-TOTAL (SML-LRG)-</td>
<td>$27,985,111</td>
<td>18.3%</td>
<td>$7,421,864</td>
<td>23.1%</td>
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<td>11.1%</td>
<td>$3,547,857</td>
<td>11.3%</td>
<td>$1,285,004</td>
<td>5.4%</td>
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<tr>
<td>CAU WOM</td>
<td>$7,448,176</td>
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<td>$1,396,069</td>
<td>4.1%</td>
<td>$58,145</td>
<td>1.0%</td>
<td>$585,015</td>
<td>1.9%</td>
<td>$1,012,190</td>
<td>7.4%</td>
</tr>
</tbody>
</table>

| TOTAL MWB | $35,153,287 | 23.1% | $7,915,357 | 23.2% | $653,872 | 12.1% | $4,133,442 | 13.1% | $3,310,172 | 20.4% |

| TOTAL MWB | $147,312,819 | 23.9% | $39,224,120 | 5,444,555 | $31,377,412 | $4,228,766 | $36,244,377 |

| NON-LOCAL | | | | | | | | | |

| AFR AM | $8,514,212 | 5.4% | $296,155 | 6.5% | $128,390 | 1.6% | $140,416 | 0.5% | $593,994 | 5.0% |
| HISPAN | $2,312,614 | 14.5% | $179,993 | 3.5% | $70,846 | 1.0% | $35,743 | 0.2% | $3,165,245 | 8.0% |
| ASIAN | $730,844 | 0.5% | $657,969 | 12.8% | $29,120 | 0.4% | $1,255,422 | 3.4% | $466,016 | 0.5% |
| NAT AM | $3,506,356 | 2.3% | $3,100 | 0.0% | $0 | 0.0% | $7,623 | 0.0% | $373,269 | 0.4% |

| TOTAL MWB | $35,256,663 | 22.8% | $4,117,217 | 22.9% | $136,866 | 2.9% | $1,501,346 | 4.1% | $2,085,604 | 5.3% |
| CAU WOM | $3,358,394 | 2.2% | $232,069 | 1.3% | $147,217 | 1.8% | $2,249,669 | 9.1% | $1,502,706 | 7.4% |

| TOTAL MWB | $56,616,040 | 36.4% | $1,998,412 | 27.2% | $384,412 | 4.3% | $4,240,145 | 13.2% | $3,584,602 | 2.9% |

| TOTAL EN | $154,770,369 | 15.2% | $8,053,646 | 8,544,914 | $36,588,044 | $9,635,357 | $207,124,412 | | |

| LOCAL-NON-LOCAL | | | | | | | | | |

| AFR AM | $16,536,368 | 5.5% | $2,033,290 | 5.9% | $666,994 | 4.9% | $1,532,154 | 3.7% | $1,042,170 | 0.8% |
| HISPAN | $30,833,357 | 13.2% | $4,532,951 | 12.9% | $138,533 | 1.6% | $568,632 | 1.4% | $1,099,886 | 0.7% |
| ASIAN | $888,450 | 0.3% | $1,421,120 | 3.6% | $36,766 | 0.1% | $1,532,811 | 2.3% | $1,248,394 | 1.0% |
| NAT AM | $5,939,419 | 1.8% | $210,804 | 0.6% | $1,180 | 0.0% | $25,466 | 0.0% | $783,978 | 0.6% |

| TOTAL MWB | $63,151,774 | 20.8% | $7,939,185 | 23.0% | $810,573 | 6.2% | $5,089,073 | 7.4% | $4,124,328 | 3.4% |
| CAU WOM | $28,437,734 | 9.5% | $1,418,595 | 4.1% | $204,721 | 1.5% | $3,268,485 | 5.3% | $2,919,699 | 2.3% |

| TOTAL MWB | $91,589,507 | 30.4% | $9,337,761 | 27.2% | $1,038,805 | 7.2% | $8,373,558 | 11.1% | $6,657,327 | 4.8% |

| TOTAL EN | $302,183,424 | 24.7% | $34,172,117 | 13,476,101 | $67,955,926 | $124,012,213 | $553,431,094 | | |
DISADVANTAGED BUSINESS ENTERPRISES

DEPARTMENT COORDINATORS
Proposal - DBE Department Coordinators

Firm/Vendor + External Departments + DBE Office

= Success
Proposed Minority Affairs Director’s Responsibilities

Quarterly Meetings (Chair)
Give Guidance on Data Capture Strategies
Share Results of Y-T-D Activity
Assure Bidders Follow-through on Planned GFE
Discuss Recent Awards

Monthly Monitoring Duties
Prepare Monthly Executive Report
Submit DBE Reports - Court
Follow-up on Post Award
Final Payments - Clearing DBE Requirement
Discuss Changes in Relative Legislation

Proposed Department Coordinator’s Responsibilities

Proposed Departments
Juvenile - Emily Craig
Health/Human Svcs - Jeff Jordan
Public Works - Melody Davis
Facilities Management - Saundra Johnson
Project Mgmt - Ed Bailey

Quarterly Meetings
Assist With Data Capture Strategies
Enhance Data Availability Process
Review of Recent Awards

Monthly Monitoring Duties
Receive/Submit Monthly DBE Reports
Work With Internal Project Managers on Planned GFE
Mail Follow-up Letter to Firm at Post Award on Planned GFE
Final Payments - Clearing DBE Requirement
Discuss Relevant Issues/Problems Encountered with DMA
Proposed Time Allocation(s)

- Responsible Party  %
- M/WBE Office  95
- Dept. Coordinator  5
DALLAS COUNTY
PURCHASING DEPARTMENT

February 20, 2001

TO: The Honorable Commissioners Court
FROM: John J. Cantwell, Purchasing Director
SUBJECT: Revised Purchasing Policy

Background/Issue
Purchasing Policies were last updated in 1989. Revision of the purchasing policies are in two areas: 1. Changes to current policy and 2. Update of policies to reflect current practice.

Changes to Current Policy:

1. Changed purchasing bid threshold from $15,000 to $25,000. The advantages are cost savings for newspaper advertisement and mailing costs (See Financial Impact Section) shortened purchasing processing time, and less administrative time. The disadvantage is less visibility to Commissioners Court on items between $15,000 and $25,000 currently subject to sealed bidding.

2. Added a section on Contract Planning. The purpose of this section is to establish teams for requirements over $100,000 to review solicitations early in the process. The focus of the review will be to discuss the acquisition far enough in advance to make a difference. The advantage is that focus will be placed on major buys substantially prior to the proposed bidding date. There are no disadvantages. This does not cause additional workload; it merely starts the planning process earlier.

3. Added section on Quality Control. The purpose of this section to develop an inspection plan for critical services. The department head will appoint the contractor manager and inspector. In addition, the contractor will be sent a copy of the same letter. The advantage is that we will agree on inspection criteria and methods prior to the bid as opposed to determining actual criteria and methods after a contractor is experiencing performance problems.

4. Section on Termination Procedures added: Establishes more formal procedures when terminating a contractor. The advantage is that formal and uniform procedures will be applied to all contractors.

5. Performance Bonds. Discourages the use of performance bonds on service contracts. Performance bonds cost 3%-5% and are rarely used in Dallas County. Monetary restitution and the ability to award to the next acceptable vendor (assuming vendor acceptance) provide the County adequate protection.

Updated Policy to Reflect Current Practice

1. Added electronic requisitions to purchase request-processing section.

2. Added Grant Funded Purchase Requisition

3. Added Purchase Requisition for Computer Hardware and Software
4. Added electronic submittal of changes through Oracle.

5. Added payment information to be consistent with State of Texas Prompt Payment Act.

6. Solicitation Process: Several changes were made including presolicitation conferences, addendum procedures, modification/withdrawal of bids, delegation to purchasing agent to extend solicitations with after the fact notification to the Commissioners Court, solicitation analysis and award, and single response situations.

7. Adds section on Interlocal/Cooperative Agreements

8. Adds section on contractor name changes and novation agreements.

**Financial Impact**

There is a financial impact of reduced administrative cost of increasing the bid threshold from $15,000 to $25,000. The following was based on six months of data.

<table>
<thead>
<tr>
<th>Number of Bids:</th>
<th>64</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Bids Under $25,000:</td>
<td>36</td>
</tr>
<tr>
<td>Home Repair Bids:</td>
<td>6</td>
</tr>
<tr>
<td>Annual Contracts:</td>
<td>11</td>
</tr>
<tr>
<td>One Time Bids:</td>
<td>19</td>
</tr>
<tr>
<td>Number of Bids $25,000 and Over:</td>
<td>105</td>
</tr>
<tr>
<td>Annual Contracts:</td>
<td>57</td>
</tr>
<tr>
<td>One Time Bids:</td>
<td>46</td>
</tr>
<tr>
<td>Home Repairs:</td>
<td>2</td>
</tr>
</tbody>
</table>

Estimated Savings based on advertising cost of $99.30 for four newspapers: 36 bids times $99.30 equals $3574.80, an estimated annual savings of $7,149.60.

Estimated Postage:

- 36 bids times est 50 notices times $.34 (postage) = $612.00
- 36 bids times est 25 bids times $1.00 (postage) = $900.00

Annual postage savings are estimated at $3024.00.

Total savings are estimated at $10,173.60

**Recommendation:**

Commissioners Court approve release of purchasing policy for department comment.

Recommended for approval by:

John J. Cantwell, Purchasing Director
PURCHASING

AUTHORITY

1.00 The Purchasing Agent is appointed by a Board of three District Judges and two Elected Commissioners Court representatives for a two year period and must adhere to the laws as mandated in Texas Local Government Code 262 governing the acquisition of goods and services for Dallas County, as defined in Article 262.011 of the Local Government Code for a two year term. The Board will also set the Purchasing Agent's salary and approve the Department's annual budget. The Purchasing Director Agent serves as the Purchasing Agent for Dallas County and may adopt policies and procedures consistent with state statutes. The Purchasing Director Agent works directly with the Commissioners Court. The Commissioners Court signs contracts and approves all purchases.

1.01 It is the responsibility of the Purchasing Director to perform or supervise the following:
   A. Acquisitions of all goods and services
   B. Prepare and issue solicitations and insure that the selection process is in compliance with the Texas Local Government Code and County Policies and Procedures
   C. Issue purchase orders for goods and services

1.02 As authorized by law, the Purchasing Director shall have the authority to award all solicitations less than $25,000 without prior approval of the Commissioners Court.

1.03 It is the policy of Dallas County that all County purchasing be conducted strictly on the basis of economic and business merit to best promote the interests of the citizens of Dallas County.

CODE OF ETHICS

1.03 The Dallas County Purchasing Agent and the Purchasing Department staff subscribe to the following Code of Ethics:
   A) Each staff member shall be loyal to Dallas County and will not secretly
Section D

DALLAS COUNTY POLICY

represent conflicting interests:

B) Each staff member believes in the importance and dignity of the service rendered by government and is aware of his own social responsibilities as a trusted employee and public servant:

C) Each staff member is governed by the highest ideals of honor and integrity with regard to all business and personal relationships in order that he may be deserving and inspire the confidence of those he serves:

D) Each staff member believes the misuse of public or personal relationships to achieve selfish ambitions is dishonest:

E) Each staff member will never, under any circumstances, seek or accept, directly or indirectly from any individual doing or seeking to do business with Dallas County, loans, services, payments, entertainment, trips, money in any amount, or gifts of any kind. This prohibition does not include advertising, calendars, pens, etc:

F) Each staff member handles all personnel matters on a merit basis. Political, religious and/or racial considerations carry no weight in personnel administration:

G) Each staff member is encouraged to cooperate with all organizations engaged in activities which develop and further enhance purchasing as a profession:

H) Each staff member has an obligation to promote a better understanding of the ethics and functions of the Dallas County Purchasing Department:

[Court Order #89-0614, 04.10.89]

1.03 Each member of the Purchasing Department staff shall maintain high standards of honesty, integrity, and impartiality and shall abide by the following Code of Ethics:

A. Conduct all purchasing activities in accordance with governing laws and regulations.

B. Encourage all segments of the society to participate by demonstrating support for small, disadvantaged, and minority and women-owned businesses.

C. Strive to attain the highest professional standard of job performance, to exercise diligence in carrying out the duties of Dallas County, and to serve Dallas County to the best of one's ability

D. Afford all vendors/contractors equal opportunity to compete for Dallas County business at all times. Purchase without prejudice, striving to obtain the maximum value for each dollar of expenditure. The Purchasing Department staff should conduct themselves in such a manner that would foster public confidence in the integrity of the procurement process of Dallas County.

E. Avoid any private or professional activity that would create a conflict between your personal interests and the interests of Dallas County.

F. Decline gifts, gratuities or any thing of value from present or potential vendors/contractors, which might influence award decisions.

G. Demand honesty in sales representation whether offered through the medium
PURCHASING/CONTRACT MANAGEMENT

Section D

of a verbal or written statement, an advertisement, or a sample the product.

H. Promote standardization programs to review characteristics and quality of products to purchase.

I. Develop reliable alternate sources of supply to maintain a competitive environment and to meet Dallas County requirements.

RELATIONSHIP WITH VENDOR REPRESENTATIVES

1.04 It is the responsibility of the Purchasing Department to establish a relationship of mutual confidence and satisfaction between the County and its suppliers.

1.05 When approached by sales representatives, all other departments should courteously refer them to the Purchasing Department.

1.06 All vendor representatives should be received promptly and courteously by the Purchasing Department.

1.07 The Purchasing Department should supply the departments with any useful information, catalogs, advertising, etc.

1.08 All correspondence with suppliers should originate in the Purchasing Department. When necessary for departments to correspond with vendors on technical matters, copies of that correspondence should be sent to the Purchasing Department.

MINORITY-WOMEN-OWNED BUSINESS INVOLVEMENT POLICY
(Edited and moved to Section 22.00)

POLICY STATEMENT

2.00 Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment, services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicapped, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate yardstick in contractor, sub-contractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.
Section D

DALLAS COUNTY POLICY

DEFINITIONS

2.01 The following definitions are currently applied by the North Central Texas Council of Governments for certification as a Minority/Women-Owned Business Enterprise. The North Central Texas Council of Governments certification process will be utilized by Dallas County in conjunction with the implementation of this policy.

2.01 A Minority Business:
   A) includes those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:
      1) African Americans, (such as, but not limited to, persons having origins in any of the black racial tribes of Africa), or
      2) Hispanic Americans, (such as, but not limited to, persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), or
      3) Native Americans, (such as, but not limited to, persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians), or
      4) Asian-Pacific Americans, (such as, but not limited to, persons whose origins are from Japan, China, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas), or
      5) Asian-Indian Americans, (such as, but not limited to, persons whose origins are from India, Pakistan, and Bangladesh), or
      6) any other minorities or individuals as interpreted by the certifying agency (the North Central Texas Council of Governments), and
   B) which is at least 51% owned by one or more of the above referenced individuals, or in the case of a corporation 51% of the stock is owned by one or more of the individuals referenced in Section D 2.01 A above, and
   C) whose management and daily business operations are controlled by one or more of the individuals referenced in Section D 2.01 A.

2.02 A Women-Owned Business means a business concern:
   A) which is at least 51% owned by one or more women, or in the case of a publicly owned business, of which 51% of the stock is owned by one or more women, and
   B) whose management and daily business operations are controlled by one or more of the women who owned it.

2.03 Minority/Women-Owned and controlled means a business which is:
   A) a sole proprietorship legitimately owned by an individual(s) who is a
minority/woman, or
B) a partnership or joint venture controlled by a minority/woman, and in which at least 51% of the beneficial ownership interests legitimately are held by a minority/woman; or
C) a corporation or other entity controlled by a minority/woman, and in which at least 51% of the beneficial ownership interests are legitimately held by minorities/women. In addition, these persons must control the management and operations of the business on a day-to-day basis.

2:04 A "Construction Project" means any construction, including incidental thereto, performed for public use, protection or enjoyment, originally of a fixed nature and usually with public funds.

[Court Order #89-0614, 04/10/89]

IMPLEMENTATION/ADMINISTRATION

2:05 Dallas County will actively seek and encourage minority/women-owned businesses to participate in all facets of the procurement process by:

A) establishing a database of vendors, suppliers, professionals, and contractors, which includes majority, minority/women-owned businesses, areas of expertise, and capabilities to perform

B) establishing a communication link between minority/women vendors, suppliers, professionals, and contractors that will facilitate their involvement in the procurement process. Dallas County shall also utilize other governmental agencies and established organizations that have as one of their functions the involvement of minority/women businesses in the free enterprise system.

C) advertising for bid submittals in a major daily newspaper with county-wide circulation. Advertisement shall be published once a week with the first day of publication being at least fourteen (14) days prior to the bid opening date. Longer advertising shall be utilized when feasible to encourage additional competition among bidders. Minority weekly newspapers shall be utilized for permanent display ads referring vendors, suppliers, professionals, and contractors to the Dallas County Minority/Women-Owned Business Enterprises (M/WBE) Coordinator.

D) restructuring bid proposals, where possible and when beneficial to the County, to include opportunity for firms of varying sizes, to participate in the procurement process of Dallas County for goods, equipment and services over $10,000.00.

2:06 Establish an informal bidding and telephone solicitation system that rotates the bidders (majority and minority) asked to submit pricing on purchases that are estimated to cost under $10,000.00.
However, Subchapter 262 - Local Government Code, County Purchasing Act, shall be strictly adhered to in all specifications and subsequent estimated cost determinations.

2.07 Goods, equipment, and services estimated to cost less than $500.00 shall be purchased utilizing a minimum of one-third minority/women vendor solicitations, provided said vendors are available and included in the County's database, to supply the goods, equipment, or service to be procured.

2.08 Those purchases estimated to cost between $500.00 and $5,000.00 shall be purchased utilizing a minimum of two-fifths minority women vendor solicitations, provided said vendors are available and included in the County's database, to supply the goods, equipment, or service to the procured.

2.09 The Purchasing Department should document the rotation of bidder solicitations (under $5,000.00), to ensure that minority women vendors, suppliers, and contractors are given an ample opportunity to profit from the process, and provide periodic reports to the Commissioners Court.

2.10 Minority involvement shall be encouraged for construction projects by the following:

A) Prospective General Contractors shall submit, prior to award of contract, or with the Commissioners Court approval, prior to commencing work:

1) a completed copy of the Dallas County Statistical Report (see Section D 3.06) for the company and each proposed and actual subcontractor with a sub-contractor of twenty percent (20%) or more;

2) the name, address, and telephone numbers of proposed and actual subcontractors, trade, minority women ownership status, and estimated dollar amount of each actual subcontract, and

3) the successful General Contractor, will show documented evidence of a “Good Faith Effort” in soliciting and securing minority women-owned business involvement for all subcontract and supply activities. A “Good Faith Effort” Plan shall be a guide in determining documentation solicitation and utilization of qualified minority women-owned businesses, and

4) documented evidence of previous use of subcontractors on similar projects with dollar amounts and percentages of total contracts.

B) Dallas County shall be notified of subcontractor changes, proposed to actual, as they pertain to Section D 2.05 A 2 above and the reasons for said changes.

[Court Order #89-0614, 04/10/89]
2.11 A Committee shall develop, with the Commissioners Court approval, criteria for uniformly evaluating professional service proposals, prior to their distribution for solicitation of Request for Proposal (RFP). The committee shall consist of representatives of the Commissioners Court, Purchasing Department, affected departments, as appropriate, and the M/WBE Coordinator:

After RFP distribution for solicitation, procedural questions from interested professionals shall be directed to the Purchasing Agent or the M/WBE Coordinator. Technical questions shall be directed to the specified department.

2.12 Prospective professional service providers shall submit with their RFP's:

A) Letter of Assurance (see Section D 3.04 or 3.05) stating that the undersigned bidder/proposer hereby assures that the firm will document a "Good Faith Effort" (see Section D 3.02) to comply with Dallas County's Policy regarding minority/women businesses in subcontract and/or subconsultant awards, or

B) A Letter of Assurance (see Section D 3.04 or 3.05) certifying that the undersigned bidder/proposer performs the entire contract with present work forces, without the use of subcontractor(s), subconsultant(s), and that sufficient information is provided to aid County personnel in determining that it is the company's normal business practice to do so, and the company will demonstrate hiring and promotional practices which provide opportunities for work experience and encourage the professional development of minority/women employees:

(Court Order #89-0614-09-12-69)

MINORITY/WOMEN-OWNED BUSINESS SPECIFICATIONS

REQUIREMENT OF ALL BIDDERS

3.00 The following Minority/Women-Owned Business specifications must be included in all bid solicitations:

3.01 Each firm responding to this solicitation shall be required to submit with their bid information regarding minority/women business participation in this project. This would include:

A) compliance with Dallas County's Good Faith Effort Policy (see Section D 3.02);

B) MBE/WBE Participation Report Form (see Section D 3.03);

C) a Letter of Assurance A or a Letter of Assurance B (see Section D 3.04 or 3.05);

D) MBE/WBE Identification (see Section D 3.06); and

E) Vendor Statistical Report for the general contractor and subcontractors with
GOOD FAITH EFFORT REPORT

3.02 Prior to an award, all bidders/proposers will be required to document a “Good Faith Effort” to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder does not document a “Good Faith Effort” in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Commissioners Court. A “Good Faith Effort” will be defined as:

A) attendance at the pre-bid/pre-proposal conferences, if any, scheduled by the County;
B) efforts to follow up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested;
C) efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation);
D) document each minority/women-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions;
E) efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance;
F) efforts that demonstrate that the contractor effectively used the services of available community organizations, contractors' groups, local state and federal small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/women-owned businesses.

[Court Order #89-0614, 04/10/89]
LETTER OF ASSURANCE

Each Proposer/Bidder will be required to sign one of the following letters of assurance and return with their proposal/bid:

3.04 The undersigned bidder/proposer hereby assures that our firm will meet or exceed established County M/WBE goals or shall demonstrate and document a Good Faith Effort to comply with the Dallas County Minority and Women-Owned Business Enterprises Program in subcontract/subconsultant awards:

______________________________
NAME OF COMPANY

______________________________
SIGNATURE

______________________________
DATE

______________________________
TITLE (Officer of Company)

3.05 The undersigned bidder/proposer hereby certifies that our firm will perform the entire contract with our own work forces, without the use of any subcontractors/subconsultants, and submit information sufficient for the County to determine it is within our demonstrated capabilities and that it is our normal business practice:

______________________________
NAME OF COMPANY

______________________________
SIGNATURE

______________________________
DATE

______________________________
TITLE (Officer of Company)

[ Court Order #89-0614, 04/10/89]

MBE/WBE IDENTIFICATION

3.06 Minority Business Enterprise (MBE) - The offeror represents that it is is
INSTRUCTIONS: (SEE BACK)

NAME OF THE MBE/WBE: ________________________________________

ADDRESS OF MBE/WBE: ________________________________________

PHONE NUMBER: ______________________________________________

DESCRIPTION OF WORK/SUPPLIES PROVIDED: ___________________________

______________________________________________

MBE or WBE: _______________ CERTIFICATION # North

Central Texas Council of Governments

CHECK ONE AND GIVE AMOUNT OF YOUR CONTRACT $___________

SUBCONTRACTOR ______ THIS M/BE AWARD EQUALS _______ %

SUBCONSULTANT ______ OF YOUR CONTRACT

MATERIAL SUPPLIES

AMOUNT $___________

COPY OF SUBCONTRACT, LETTER OF INTENT, NOTICE TO PROCEED, ETC.
ENCLOSED

_____ YES _____ NO, PLEASE EXPLAIN: ___________________________

______________________________________________

______________________________________________

______________________________________________

_____ NO MBE/WBE'S ADDED, PLEASE EXPLAIN

______________________________________________

Below section is to be completed by the prime or sub using the M/WBE shown above:

NAME OF BUSINESS: ________________________________

ADDRESS: _________________________________________

PHONE NUMBER: _________________________________
not a minority-owned business, North Central Texas Council of Governments

Certification #__________________________.

_____ Women-Owned Business Enterprise (WBE) - The offeror represents that it ____ is.

_____ is not a women-owned business, North Central Texas Council of Governments

Certification #__________________________.

3:07 FOR RFP'S

_____ MINORITY/WOMEN OWNERSHIP OF MY FIRM

_____ MINORITY/WOMEN INVOLVEMENT

_______% OF MY FIRM IS MINORITY-OWNED approximately _______%

employees assigned to this project will _________% OF MY FIRM IS

WOMEN-OWNED be minorities and approximately _______% will be female (Anglo

females).

_____ OR, MY COMPANY IS A PUBLICLY-HELD CORPORATION AND

OWNERSHIP IS NOT AVAILABLE. ________CHECK HERE

_____ EQUAL EMPLOYMENT OPPORTUNITY (EEO)

_____ Submit in the space below a statement of Equal Employment Opportunity within your firm. Or, you may attach a copy of your firm's EEO Statement if one exists.

_____ MBE/WBE IDENTIFICATION

_____ Minority Business Enterprise (MBE) - The offeror represents that it ____ is ______

is not a minority-owned business, North Central Texas Council of Governments

Certification #__________________________.

_____ Women-Owned Business Enterprise (WBE) - The offeror represents that it ____ is,
is not a woman-owned business, North Central Texas Council of Governments Certification 

[Court Order #89-0614, 04/10/89]

POINT ALLOCATIONS FOR MBE/WBE

3.08 Points allocated for the evaluation of Minority/Women-Owned Business Enterprise shall be allocated by the following formula:

up to 6 points for a certified M/WBE firm
up to 6 points for involvement as subcontractor or suppliers
up to 3 points for female and minority employees assigned to project
15 points maximum for M/WBE participation

[Court Order #89-0614, 04/10/89]
PURCHASING PROCEDURES/FORMS PREPARATION

PURCHASE REQUISITIONS

4.00 The Requisition on Dallas County Purchasing Department form #1 (Exhibit DA) is the basis for every procurement action for supplies, materials, equipment, and services. Therefore, it must correctly identify the requirement. If there is any questions, contact the Purchasing Department for the proper description.

2.00 Purchase Requisitions serve as the justification and approval documentation for the acquisitions of materials, supplies, services and equipment for the requesting customer.

4.01 The purchase requisition must be signed by an authorized representative of the department and this authorization must be on file in the Auditor's Office.

4.02 The signature of the departmental representative is a certification of the need of the item or service and that funds are available in the approved budget for the purchase of the item or service. If a transfer of budgeted fund is necessary, the Budget Adjustment form #281 (Exhibit FA) should be submitted to the Budget Office with a copy attached to the Requisition on Dallas County Purchasing Department form.

2.01 Any customer that requires budget fund transfer for good and services not previously approved in current fiscal year customer's budget shall submit a Request for Transfer form to the Office of Budget and Evaluation for approval prior to submitting the Purchase Requisition to the Purchasing Department.

4.03 Requisitions which require fund transfers and all requisitions for furniture and equipment will be briefed in Commissioners Court by the requesting department.

4.04 All requisitions are priced and signed by the Purchasing Department and forwarded to the Auditor's Office for encumbrance of funds.

4.05 After approval by Commissioners Court, a purchase order will be issued by the Purchasing Department.

4.06 The Purchasing Department will not take any action until a properly executed purchase requisition has been received.

4.07 The Purchasing Department will maintain control of the processing and routing of all purchase requisitions by date/time stamping and suspense files.
A Purchase Requisition must be submitted to the Purchasing Department for all goods and services acquisition, unless otherwise directed, and contain the following information:

A. Customer Service
B. Contact Person Name
C. Delivery/Ship to Location
D. Quantities (i.e. each, dozen, case, box)
E. Account Coding
F. Specifications
G. Contract Period (if applicable)
H. Any special instructions and information
I. Authorized Signature
J. Manual Requisitions: (See Exhibit 1) Authorized Personnel Signature must appear on any purchase requisition before the Purchasing Department will process the request. Any modifications/changes to the approval signature authorization list must be made in writing to the Purchasing Department.
K. Electronic Requisitions: Internal customer approval shall be established in accordance with the approval authorization list on file with the Purchasing Department.

Grant Funded Purchase Requisition

Requisitions that are funded by grants must be forwarded directly to the Grants Division of the Auditor's Office 90 days prior to expiration of the grant for approval. Upon approval by the Auditor's Office (Grants Division), the manual or electronic purchase requisition will be forwarded to the Purchasing Department for processing. All purchase requisitions funded by grants must adhere to the submittal requirements as stated in Section 2.02.

Purchase Requisition for Computer Hardware and Software

Customers requesting computer related items are to send a memorandum request to Services Division of Dallas County for approval. Once approved by the Data Services Division a requisition will be forwarded to the Purchasing Department for processing. All purchases of computer hardware and software must comply with the standards established by the Governance Committee, unless otherwise approved by MIS Director on a case by case basis.

All requisitions for Computer Hardware and Software must adhere to the submittal
requirements as stated in Section 2.02.

PROCEDURES

4.08 The following procedural guidelines are to be followed when processing requisitions for the procurement of goods and services for Dallas County:

4.09 The Requisition on Dallas County Purchasing Department form #1 (Exhibit DA) is available from the County Supply Room and each department should maintain a sufficient supply.

   [Court Order #89-0614, 04/10/89]

INSTRUCTIONS

4.10 The instructions below correspond to the Requisition on Dallas County Purchasing Department form #1 (Exhibit DA):

4.11 To be completed by the Requesting Department:

   A) city and date the requisition is initiated;
   B) street address and city to which the materials are to be delivered or the services performed. If delivery address is different from information supplied in lines 2-4, please specify in delivery information section at bottom of Form 1;
   C) person that should be contacted to accept deliveries;
   D) telephone number of contact person (listed in #3);
   E) sequential number of the requesting department by fiscal year as follows:
      (Sample)
      
      Dept. Code Fiscal Sequential Budget
      Year Code Number
      108 87 1 108-87-1

   F) desired delivery date for the materials/services. If multiple dates are involved or if the service is for a period of time (date through date), insert the words "See Above" and explain the situation in the description column;
   G) list the quantity and unit (roll, gallon, box, ream, etc.) of the item desired and describe the item. Brand name and model numbers may assist in the description, but dimensions, construction, basic materials, and basic function are more important. Specified brand names will not be purchased over lower priced items unless there is a strong justification. If the item is new or a single source item, state the situation and list the recommended source, if applicable;
   H) approval of the requisition by signature of the department head or other authorized person. The requesting department is responsible for seeing that the signature is on file in the Auditor's Office. An unauthorized signature will cause requisitions to be rejected. This signature also certifies that funds for the
item/service are in the approved budget and funds are available. If funds are not available in the specific budget line item, a Budget Adjustment Form #281 should be submitted to the Budget Office with a copy of the request attached to the Requisition on Dallas County Purchasing Department form #1 submitted to the Purchasing Department. The requisition will not be processed until approval of the budget transfer is received.

VENDOR INSURANCE REQUIREMENTS
(edited and moved to Section 14.00)

PURCHASE ORDERS

3.00 An approved purchase order is the vendor’s authorization to deliver and charge for goods and services as specified in the order.

3.01 The Purchasing Department’s authorized personnel are the only individuals authorized to issue purchase orders on behalf of Dallas County.

3.02 A purchase order for goods and services will be issued once the following conditions are met:
   A. An authorized purchase requisition is submitted to the Purchasing Department
   B. Product or services pricing and related information is obtained and documented
   C. Verification of funds availability
   D. Approval is granted for release of the purchase order(s)

Changes/Modifications to Purchase Orders

SUPPLEMENT TO CHANGE PURCHASE ORDER POLICY

7.00 A Supplement to Change Purchase Order form (Exhibit DD) is prepared only when there is a need to change the original Purchase Order (Exhibit DD):

7.01 Supplements are prepared by the Purchasing Department upon the request made by the Auditor’s Office or Requesting Department.

3.03 Requests for changes/modifications to the original purchase order are to be submitted to the Purchasing Department. The request for changes/modifications must include the following information:
A. Purchase Order Number
B. Reason for change, modification or any other variance
C. Description of the item to be changed, modified, added or deleted
D. Quantities
E. Unit Cost
F. Account Coding
G. Court Order approval number (if applicable)
H. Authorized approval
I. Types of Submittals
   1. Manual Submittal (for customers not on-line with Oracle only): A written Memorandum to the buyer who issued the original purchase order requesting change or modification to purchase Order. This written request can be submitted by mail, fax or e-mail from the requesting customer.
   2. Electronic Submittal through Oracle: Customer shall create a new requisition line within Oracle. The new requisition line must indicate the original purchase order number in the description field along with information stated in 3.03A 1-8.
   3. For information on how to complete the process contact the Purchasing Department.

7:02J. When Supplements are requested by the Auditor's office, it is imperative requests for changes/modifications to the original purchase order that they be submitted prepared in a timely manner fashion in order to avoid any possible penalties as prescribed in the Prompt Payment Act (see Section D 6.03).

7:03K. While the intent of the Purchasing Department is to work closely with customers to obtain a complete bid package, the Purchasing Department may require return of any or all items at its discretion if the customer fails to submit the appropriate documentation, as stated in Section 7.00 A-H.

Purchase Order Cancellation

3.04 The Purchasing Department is responsible for issuing all purchase order cancellation Requests through the County automated financial system.

3.05 Cancellation of the original purchase order must be submitted in writing (faxed, e-mail or in-house mail) to the buyer who issued the original purchase order stating the
Justifications for cancellation of purchase order includes the following, when applicable:

A. Purchase order completed
B. Outstanding balance
C. Explanation for cancellation (i.e. incorrect vendor, goods/services no longer needed, contract/grant expired or terminate, etc.)

EMERGENCY PURCHASES

4.00 An emergency purchase exists when it is determined that County operations will be seriously impaired or when there is a threat to public health, welfare or safety in accordance with Texas Local Government Code 262.024. Emergency acquisitions are processed on a "case-by-case" basis.

4.01 In the event of an emergency, customers must contact the Purchasing Department prior to the purchase of the goods or services. The requesting customer must state the following:

A. Describe the emergency
B. Explain why the situation warrants an emergency purchase
C. Description of the goods or services and price
D. Names and quotation of the vendors contacted

4.02 Upon justification and approval, the Purchasing Department will expedite emergency acquisitions.

DELIVERY AND INSPECTION PROCESS AND ACCEPTANCE AND REJECTION

5.00 The ordering customer shall determine that the goods or services are in compliance with specification requirements as stated on the purchase order and/or contract. The process shall consist of:

A. Delivery/Inspection. When goods or services are delivered to the shipping or service point the receiving personnel shall determine that the
   1. product description, brand and model number are correct
   2. the unit of measure count is correct
   3. product or service conforms to the specifications stated in the contract and/or purchase order
   4. verifying the quantity ordered against the quantity shipped and delivered
5. Inspect for damage or breakage
6. Check for operability and functionality
7. Product or service documentation is correct

B. All inspections must be performed in timely manner.

C. Acceptance. After the inspection and determination that the goods or services are in compliance with contract requirements and/or purchase order, the ordering customer will submit a Record of Material Received (RMR) (Exhibit 2) or rubber stamped invoice to the Auditor’s Office thereby indicating approval for payment for the quantities or services received.

D. Rejection: Goods or services failing to meet specifications or contract requirements will be rejected. The receiving personnel shall contact the Purchasing Department immediately for proper handling instructions and provide the following information and documentation:
   1. reason for rejection
   2. reference Purchase Order number
   3. date of delivery and inspection
   4. inspector’s name
   5. complete and submit the Material Returned to Vendor Report (Exhibit 3)

5.00—Purchase Orders (Exhibit DB) will be issued by the Purchasing Department only upon receipt of requisitions approved by the Commissioners Court and certified for fund availability by the County Auditor.

5.01—The purchase order is the vendor’s authority to deliver and charge for the goods or services specified in that order.

5.03—Emergency/Confirming Purchase Orders are discussed in Section D 12.00:
   [Court Order #89-0614, 04/10/89]

PROCEDURES

5.04—Purchase orders must be typed in a precise and clear manner to avoid unnecessary misunderstandings with vendor.

5.05—Purchase order copies will be distributed as follows:
   White — Vendor
   Yellow — Auditor
   Blue — Auditor numerical file
   Pink — Purchasing Department file
   Gold — Purchasing Department vendor file
5.06 The requesting department must file their copy of the purchase order with the corresponding requisition. If a follow-up with the Purchasing Department is necessary, refer to the purchase order as all files in the Purchasing Department are by the purchase order numbers and vendor name.

5.07 The Record of Material Received is commonly known as an RMR or (Eform #10). It is available from the County Supply Room and each department should maintain a sufficient supply. Customers have the option of using the printed RMR form or approved rubber stamp alternate. Both the printed form and the approved rubber stamp alternative can be acquired from the County Supply Room. The RMR or rubber stamp approved invoices must be submitted to the Auditor’s Office within 48 hours of delivery of goods or services in order to authorize payments.

6.01 Payment of invoices will be in accordance to the State of Texas Prompt Payment Act. The Act requires payments be issued within a specified time period from date of receipt of an undisputed invoice.

6.02 Upon delivery of all goods and services requisitioned, an RMR must be prepared and submitted to the Auditor’s Office and Purchasing Department no later than the next working day following the delivery.

6.03 The invoice, the RMR, and the Purchase Order must all agree as to quantity, quality, and cost before the Auditor’s Office makes payment to the vendor. It is imperative that the RMR be submitted in a timely fashion in order to ensure compliance with the Prompt Payment Act.

6.04 The Purchasing Department will be responsible for settling any discrepancies between deliveries and purchase orders.

PROCEDURES

6.05 To determine compliance with purchase order requirements, the receiving department
will inspect, check and count the merchandise received, to see that it conforms to the quantity and quality specified on the purchase order.

6.06 If inspection of goods or services by the receiving department proves satisfactory, a RMR form must be prepared and forwarded to the Auditor’s Office not later than the next working day following receipt of the goods or services. The vendor cannot be paid until the RMR is matched with the invoice and purchase order. The packing slip or shipping document must be attached to the RMR.

6.07 Detailed instructions for completing a Record of Material Received (RMR) are included in the instructions of this section.

6.08 Invoices should be mailed by the vendor to the Auditor’s Office. However, if an invoice is mailed to the receiving department, the original and all copies are to be forwarded to the Auditor’s Office as quickly as possible. The receiving department is also responsible for checking their records to ensure that an RMR has been submitted for the goods or services received.

6.09 In the case of a partial delivery of merchandise, the RMR must have the words “Partial Delivery” printed boldly across the body of the form and must specify the amount of merchandise received. The Purchasing Department will then check with the vendor to confirm the later delivery and to inquire about possible delays or problems.

6.10 Departments receiving services on a periodic basis need to submit an RMR to the Auditor’s Office. Do not accept merchandise that is not authorized or not ordered.

- [Court Order #89-0614, 04/10/89]

INSTRUCTIONS

6.11 The instructions below correspond to the RMR Form (Exhibit DC):

To be completed by the Receiving Department:

A) name or requesting department;

B) requisition number which applies to this purchase;

C) Purchase Order number which applies to this purchase;

(Reminder: each department receives the green copy of their Purchase Order to file with their blue copy of the requisition. It is imperative that the correct Purchase Order number be inserted);

D) vendor’s name as stated on the delivery ticket and/or the Purchase Order if name is the same;

E) name of the delivery service if different from the vendor’s name as shown on the Purchase Order;
F) street address at which the goods or services were received;
G) quantity ACTUALLY RECEIVED, not quantity ordered;
H) unit of issue (each, box, etc.)
I) description of items received - make sure that what you requested is the same as what is received;
J) actual date items are received by the requesting department;
K) signature of the person authorized to accept goods or services for the department. This signature must be on file in the Auditor's Office as an authorized signature;
L) distribution of copies - RMR Form #10
   White - Auditor's Office
   Pink - Purchasing Department
   Yellow - Requesting Department

PICK-UP PURCHASE ORDERS

POLICY

7.00 Pick-up Purchase Orders (Exhibit 4) are used for acquisitions of emergency type items/services which cannot generally be planned such as those related to equipment failures, unexpected building maintenance requirements, etc., and in the judgment of the Superintendent or Department Head, that the use of the normal requisition process would result in costly delays to equipment and/or labor forces.

7.01 Pick-up purchase orders are issued to specifically authorized departments, and may only be used for specific categories of supplies from those suppliers which maintain an agreement or contract with the County through the Purchasing Department. The following departments are authorized to use pick-up purchase orders:
A) Juvenile Department - juvenile clothing
B) Road and Bridge Districts - repair or replacement parts
C) Automotive Repair Center - repair or replacement parts
D) Building/Maintenance Department - miscellaneous hardware and building materials
E) Child Welfare Department - clothing for foster children

7.02 8:04 The maximum dollar limit per pick-up purchase order is $500.00. A ceiling of $500.00 will serve as the maximum dollar amount for any one single purchase.

8:01 Pick-up purchase orders are not to be used in order to avoid the requisitioning process.
The Purchasing Agent may suspend the use of the pick-up purchase order to any department that is found to be in violation of this policy. Furthermore, the Purchasing Agent discourages the use of the pick-up purchase order except for emergency situations:

8.02—The vendor must sign the pick-up purchase order and issue an invoice when the merchandise is obtained. The original (white copy) of the Requisition-Purchase Order (Exhibit DF) is left with the vendor.

8.03—The signed Requisition-Purchase Order and the invoice or packing slip must be sent to the Purchasing Department. The Purchasing Department will verify that the two documents are for the same merchandise and price, approve the purchase, and forward to the Auditor's Office for payment.

7.03 8.05 Pick-up purchase orders can be used on the following:

A. emergency repair parts for down-line equipment picked up at the vendor’s location;
B. Miscellaneous emergency and/or contracted shop supplies materials/supplies that are covered under contract and miscellaneous shop supplies;
C. Emergency construction materials; (Department Heads will be responsible for justifying emergencies for their departments)
D. Emergency repairs to equipment performed at the vendor’s location only;
E. Replenish inventory stock purchases
F. Juvenile and Child Welfare clothing
G. Nurses uniforms

7.04 8.06 Pick-up purchase orders CANNOT may not be used on for the following goods or services:

A) service work where the contractor is called out to the county job site;
B) warranty work requiring a deductible cost;
C) property/capital items; automotive repair parts used to replenish inventory stock allowances. (Example: extra large quantities of filters, tune up components, WD-40, anti-freeze, etc.)
D) rental equipment property items. (Example: extra tools, equipment, etc. costing over $200.00;
E) exchanges on engines, transmissions, etc.;
F) office supplies;
G) items to be shipped to a customer;
H) training and membership dues

8.07—Requisition-Purchase Order copies will be distributed as follows:
7.05 Each pick-up purchase order must specifically describe what item or service was purchased, be signed by the vendor, invoiced when the merchandise is obtained, state the account coding to be charged, unit of measure, and total amount of the purchase, and any other relevant information. The original (white copy) of the pick-up purchase order should be left with the vendor.

7.06 For information on how to fill and complete pick-up purchase order contact the Purchasing Department.

7.07 The completed pick-up purchase order and the invoice or packing slip must be sent to the Purchasing Department for verification, approval and signature. After which, the documents will be forwarded to the Auditor’s Office for payment.

7.08 The use of pick-up purchase order should be limited as much as possible. This acquisition method results in additional activities for the Purchasing Department and Auditor’s Office and acquisitions cannot be queried or reported in standard Purchasing reports.

7.09 The Purchasing Director may suspend the use of the pick-up purchase order to any customer that is found to be in violation of the county policy.

INSTRUCTIONS

8.08 The numbered instructions below correspond to Exhibit DF, Requisition-Purchase Order form (pick-up purchase order or PUPO):

8.09 To be completed by the Requesting Department:

A) Enter the date the purchase is requested;
B) Enter the vendor name, mailing address, city, state, zip code;
C) Applies to Juvenile Department and Child Welfare ONLY: Enter the Case Number
D) Applies to Child Welfare ONLY: Enter the name of the recipient of the purchase
E) Enter the quantity and complete description of items being purchased;
F) Enter the unit and extension as shown on the vendor’s invoice;
G) Enter discount terms and payment terms (i.e. 2% 10, net);

H) Approval of the requisition - purchase order by signature of the department head or other authorized person. The requesting department is responsible for seeing that the signature is on file in the Auditor's Office. An unauthorized signature will cause the PUPO to be rejected. This signature also certifies that funds for the item(s) are available.

I) If repair parts are purchased - enter the Dallas County number assigned to the equipment that is being repaired. This item is shown on Sample #2;

J) Enter the date that the actual pick-up was made.

See Sample #2;

K) Signature of the person authorized to accept goods for the department. This signature must be on file in the Auditor's Office as an authorized signature. See Sample #2.

8.10 To be completed by the Vendor: The vendor must write in the name of his company, street address, telephone number, and his signature. See Sample #1:

8.11 To be completed by the Purchasing Department: Approval of the purchase by signature of the Purchasing Agent or his authorized representative. See Sample #2.

[Court Order #89-0614, 04/10/89]

PROCUREMENT - BIDS AND QUOTATIONS

POLICY

9.00 The Purchasing Department will adhere to the State of Texas purchasing laws as governed by the County Purchasing Act pursuant to Vernon's Annotated Civil Statutes (VACS) or Vernon's Texas Annotated Local Government Code, Subchapter 262.

9.01 The Purchasing Department will continually strive to increase competition and obtain new sources of supply:

9.02 Bidding will be open and unrestricted:

9.03 Minority businesses will be encouraged to participate in the bid process:

9.04 Bids and Quotations will be based on established standards and specifications whenever possible:

9.05 The Purchasing Department is authorized to solicit or advertise for bids and quotations.
9.06 Bid prices and prior purchase prices are a matter of public record; during oral solicitation of bids, however, quotes from other bidders will not be revealed until after the award has been made.

[Court Order #89-0614, 04/10/89]

**TYPES OF SOLICITATIONS**

**PROCEDURES - PURCHASES LESS THAN $10,000**

**Informal Solicitations**

8.00 Informal solicitations are acquisition with value less than $25,000.00 and may be written or oral depending on the acquisition amount. Informal solicitations may consist of one-time procurement acquisitions and/or annual acquisitions. Requirements from $15,000 to $24,999.99 will be briefed to the Commissioners Court on an informational briefing. The following procedures will be utilized to document adequate and reasonable competition for acquisitions of goods and services less than $25,000.00:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $500</td>
<td>At the buyers discretion, only one (1) phone quote may be obtained.</td>
</tr>
<tr>
<td>$500.01 - $2,000</td>
<td>A minimum of three (3) quotes will be required. At least one (1) must be obtained from a MBE/WBE firm.</td>
</tr>
<tr>
<td>$2,000 - $5,000</td>
<td>Phone Quotation may be used in lieu of the written quotation and must include a minimum of two (2) MBE/WBE Firms. The MBO Officer will furnish the Buyers with the names of MBE/WBE Firms. However, a written Quotation will be required from the successful bidder verifying the price quoted; quantity; description; delivery; terms, etc.</td>
</tr>
<tr>
<td>$500.01 - $2,500</td>
<td>If available a minimum of three quotes are required and documented and that at least one of the quotes must be obtained from M/WBE firm. A minimum of three (3) quotes will be required and entered on the Phone Quotation Sheet form #PD-8 (Exhibit DG). If the above requirements cannot be satisfied, the Buyer must state written justification as to why three (3) quotes could not be obtained. Written quotations may also be used in lieu of the Phone Quotation at the discretion of the Buyer.</td>
</tr>
</tbody>
</table>


$2,500.01 - $10,000
$25,000

if available, a minimum of five quotes (if available) must be received are required and documented and which includes that at least two of the quotes must be obtained from M/WBE firms. The MBO Officer will furnish the Buyers with the names of MBE/WBE Firms. If the minimum number of bids cannot be obtained, an explanation must be furnished:

[Court Order #92-1129, 07/26/92]

9.07 The following procedures will be followed for documenting competition for purchases less than $10,000.00:

A) MBE-WBE bidding requirements: Refer to Minority Business Policy, Section D 3.00: for specific requirements.

9.08 Special notes:

A) Regardless of which form is used, all requisitions must have supporting bid documentation. Other types of bid documentation can include price lists, catalog price, etc. However, a price list or catalog price does not exclude the requirement for obtaining more than one (1) bid.

B) A signed original written Quotation is required to verify a phone quote; a copy of the written quote must be attached to the white copy of the requisition before it is sent to the Auditor's Office. This will inform the Auditor's Office that a Written Quotation (see Section D 9.06) was sent to the successful bidder.

[Court Order #89-0614, 04/10/89]

8.01 All acquisition requests must have supporting pricing documentation. Documentation can include but not be limited to: price lists, catalog pricing, telephone documentation, vendor quote sheet, etc.

8.02 Acquisitions in excess of $2,500 must include a signed original written quotation from the awarded vendor to backup oral quotations and kept on file by the Buyer.

PROCUREMENT SEALED BID PROCESS POLICY

9.10 Specific procedures as required by law and reflected in Vernon's Annotated Civil Statutes of the State of Texas Annotated Local Government Code, Sub Chapter 262, are followed by the County in the procurement of goods and services where the cost exceeds $10,000.00.
The majority of Dallas County bids are firm-fixed price bids with the exception of certain contracts for the purchase of highly volatile material such as petroleum and oil products (POL) where various rates are controlled by state regulatory agencies.

Dallas County solicits bids for basically two (2) different types of contracts - definite delivery/quantity contracts, and indefinite quantity contracts (annual requirements for goods and services).

**Formal Solicitations.** Formal solicitations are sealed solicitations whose acquisition value exceeds $25,000. Formal solicitations may consist of one-time procurement acquisitions and/or annual acquisitions.

**Annual Solicitations.** The Purchasing Department will initiate and obtain solicitations for services, material and supply requirements that are considered high-volume items and for common annual service requirements. Annual solicitations generally contain renewal options and are reviewed annually for customer satisfaction by the affected department prior to being briefed by Commissioners Court for approval. Delivery of goods and services will be on an “as needed” basis.

**Request for Proposal (RFP) and Statement of Qualification (SOQ) Solicitations.** RFP and SOQ are formal sealed solicitations for goods or services where the evaluation and/or award are based on weighted/scored criteria set forth in each unique solicitation. RFP and SOQ solicitations may consist of one-time procurement acquisitions and/or annual acquisitions.

**PROCEDURE**

At each public bid opening for Facilities or Public Works projects where bids are opened and read aloud, all present will be given an opportunity to review the documents submitted for a reasonable period of time after bids are opened. The review will be conducted under the supervision of the Purchasing Department. No documents may be removed from the table provided for document review.

An announcement will be made by the Dallas County staff member in charge of the proceeding that the bids will be tabulated and an award recommendation made to Commissioners Court. It will be made clear that any conclusions drawn at the bid opening are preliminary until action to award the bid is taken by Commissioners Court.

RFP procedures for Insurance, High Technology Items, and Special Services shall be accomplished as follows:
A. The Commissioners Court, prior to its distribution to possible proposers or offerors, shall approve all requests for proposals for insurance, high technology items, and special services.

B. The selection committee appointed by the RFP may request that all respondents to the RFP enter into discussions, furnish samples, and/or demonstration of products as necessary for the selection committee to have a full understanding of the goods and/or services being offered to the County under the solicitation.

C. Selection committee, by majority vote, shall determine from all respondents the responsible offerors that are reasonably susceptible of being selected for award (hereinafter called "offerors") which shall be submitted to the commissioners Court for approval.

D. The Purchasing department representative shall act as facilitator for the transmission of any information to the offerors, notification of the time and place for discussions, and all other transmissions between the selection committee and offerors. The purchasing department representative communications with the offerors shall only be such purpose described in the RFP or as requested by the RFP selection committee or RFP selection committee chair acting on behalf of the RFP selection committee. No member of the selection committee other than the purchasing department representative shall have any contact with any of the offerors or other party responding to the RFP.

E. To insure that the RFP process and schedule is properly followed the Purchasing representative shall coordinate the scheduling of all meetings and the preparation of meeting agendas with the chair of the RFP selection committee.

F. The selection committee may, at its sole discretion, prepare written questions, requests for revision, or other information or requirements to be furnished to the offerors for discussion. The purchasing department representative shall furnish to the offerors all written questions or other information pertinent to any discussions.

G. All discussions between the Committee and the offerors concerning responses to the written questions or other matters shall be conducted at a facility designated by the majority vote of the selection committee. A representative from the Purchasing Department shall be present during all meetings and discussions with any or all of the offerors.

H. Notice shall be given to each designated offeror of the decision of the selection committee to conduct discussions. Such notice shall include the time, place, date and allotted time for presentations or discussions.

I. At the termination of discussions, examinations testing of samples, completion of demonstrations of products for the county, or inclusion of any revision, the selection committee, at its sole discretion, may require best and final proposals from the offerors. The selection committee may accept revisions after...
submission of the best and final offers and before selection by the committee of the lowest evaluated offer resulting from discussions of negotiations.

I. Pursuant to Local Government Code Section 262.030, all negotiations or discussions shall be conducted in such a manner so as to avoid disclosure of the contents of competing offerors' proposals and all such information shall be kept secret.

K. These rules shall be applied in such a manner that each offeror will be accorded fair and equal treatment with respect to opportunities for discussion and revision of proposals. It is the intent of Commissioners Court to afford each offeror full and fair competition.

L. The firm selected by the committee, as the best offeror shall be submitted to the Commissioners Court for approval. If approved by the Commissioners, the selected offeror and the County will negotiate the final terms and conditions for formal approval by the Commissioners Court.

M. The Purchasing Department shall retain all records of the negotiation process for four years following the award of the contract.

[Court Order 2000-281, 02/08/2000]
DALLAS COUNTY POLICY FOR ADVERTISING

15.00  9.00 The Dallas County Purchasing Department shall have a current and valid contract for newspaper advertising in place at all times. Said contract shall include one major daily newspaper, one business newspaper, one newspaper with primary circulation in the African-American community and one newspaper with primary circulation in the Hispanic-American community.

15.01  9.01 All advertising, unless otherwise prescribed by law, shall

A) be placed through the Purchasing Department by written request from the department needing publication. Advertising policy is set forth in Texas Local Government Code, to be received in the Purchasing Department no later than Wednesday prior to the week of publication:

B) the County Purchasing Agent may designate by written authorization representatives in various County departments contingent on any special requirements to place their advertisements:

C) classified advertising is to be designated by the specific section by the requesting department (i.e., employment/secretarial, classified/legal notices; classified/bids):

D) where retail advertising is prescribed by law, copy should be kept to the minimum required:

15.02 To provide Dallas County with the most value per dollar spent for advertising, the following format should be used:

A) Personnel: Advertising to be placed in the major publication and both minority publications. The advertisements shall be consolidated in the same following employment subsections:

- data processing
- financial/accounting
- engineer/technical
- general office
- medical/dental
- miscellaneous
- part time/temporary
- seasonal
- professional degree required
- professions
- secretarial/bookkeepers
- trades

B) Public/Legal Notices: Unless prescribed by law or by a large readership requirement, advertising to be placed in a major or business publication providing daily circulation at a rate providing to be the most economical for
Dallas County:

C) Procurement/Bid Notices: Advertising to be placed in the major publication, business journal, and both minority publications.

15.03 Any deviation from this policy must have approval of the Commissioners Court.

[County Order 92-997, 06.30.92]

9.02 The Commissioners Court may designate County departments to place their advertisements.
SOLICITATION PROCESS AND PROCEDURES FOR ONE-TIME AND/OR RECURRING (ANNUAL) CONTRACTS

11.00 Contract Planning

A. The purpose of contract planning is to insure the system is responsive and adaptive to customer needs and concerns. Contract planning must consider timeliness, quality, and cost. In addition, it must take into account the customer’s needs throughout the process. As a result, teams will be formed for each acquisition exceeding $100,000. The purpose of the team is to develop innovative solutions that promote best value business decisions on performance-based service, construction and commodity contracts. The team and/or Commissioners Court will approve the final solicitation/specifications 30 days prior to the projected solicitation opening date. The Commissioners Court must approve all RFPs/SOQs. A solicitation number will not be assigned until prior approval of the solicitation and specifications has been documented.

B. The team will develop an acquisition plan that will include (as applicable), but not be limited to the following elements:
1. Description of Requirement
2. Special Clauses
3. Specifications
   a. Market Research Results
   b. Evaluation Criteria
   c. Compatibility Requirements w/ Existing Systems
   d. Any known cost schedule, and capability or performance constraints
   e. Advertising period
   f. Delivery or performance-period requirements
   g. Minority/Women Business Outreach
   h. Competition
   i. Security Considerations
   j. County Furnished Property
   k. Quality Assurance Methods
   l. Milestones
   m. Contract History
   n. Other Considerations

C. The contract teams will consist of a Buyer/Analyst, contract manager, M/WBE Officer, and the Auditor or District Attorney as applicable. The team will work together to develop the contract acquisition plan.

D. Upon approval of the solicitation final draft, the Purchasing Department will issue a solicitation number, prepare the contract in formal draft and advertise the requirement in accordance with Texas Local Government Code.
Invitation for Solicitations

11.01 Invitation for Solicitations shall be issued in sufficient time before the date set for opening to permit open competition and encourage participation by minority and woman-owned vendors. The solicitation will include, but not be limited to, the following elements:

A. Instructions and information to vendors concerning submission requirements, including the time and dates set for opening, the address of the office to where solicitations are to be received, and any other special information.

B. Purchase description, specifications, evaluation criteria, delivery schedules or performance criteria, inspection and acceptance requirements terms and conditions, including insurance, bonding, warranty or other requirements, as applicable.

C. The invitation shall require the acknowledgment by the vendor of the receipt of Addendum issued.

D. The invitation may require the submission of sample, descriptive literature, and technical data and may require a demonstration, inspection or testing a product before award.

E. A written record shall be maintained for each invitation solicitation that has been issued to prospective vendors.

11.02 Pre-Bid Conferences. Within a reasonable amount of time after the advertisement but before the opening date, a pre-bid conference may be conducted to explain and answer any questions pertaining to the contract requirements. Statements made at the pre-bid conference shall not be considered an addendum to the bid unless a written addendum is issued.

BIDS FOR DEFINITE DELIVERY/QUANTITY CONTRACTS

REQUISITION PROCESS

10.00 Once a need is determined, specifications outlining descriptive sizes, types, and number of items and/or services is established by Department, or officers of the County, hereinafter referred to as “Agency”.

10.01 Before any procurement action is taken, the agency must submit a Requisition on Dallas County Purchasing Department form #1 (Exhibit DA) to the Purchasing Department. Specific instructions for completing requisitions are detailed in Section D 4.00.
10.02 Requisitions received in the Purchasing Department will be time stamped and assigned to the Buyer/Analyst responsible for procuring the commodity or service.

[Court Order #89-0614, 04/10/89]

PRE-AWARD PROCESS

10.03 Bid form preparation:
A) The Buyer/Analyst will prepare the bid format to include bidders list, essential boiler plate information, bid specifications, and bid proposal.
B) Before the bid is processed for advertising and mailing, the Buyer/Analyst must complete a Contract Informational slip.
C) The bid documents, Contract Informational slip, and the requisition is to be submitted to the Administrative Secretary for advertising.
D) The Administrative Secretary will assign a Bid Number, advertise the bid and submit to the senior Secretary for processing and mailing.
E) Once the bid has been advertised and mailed, a copy of the bid should be mailed to the Agency, as well as a copy retained by the Buyer/Analyst.
F) The following instructions must be followed in the receipt of bids in the Purchasing Department:
   1) Bids must be time stamped so that the date and time is clearly seen.
   2) Bids must be recorded in log showing the name of the company responding and the date and time received.
   3) Bids must be placed in safe for security.

[Court Order #89-0614, 04/10/89]

ADDENDUMS

10.04 In the event there is a need to change the opening date or the specification once the bid has been advertised and mailed, an Addendum must be prepared and submitted to all bidders.

[Court Order #89-0614, 04/10/89]

11.03 Addenda. Clarifications or changes to the Solicitation shall be transmitted to all documented vendors by an addendum. Addendum shall be issued within a reasonable time before the Solicitation is due to open to allow prospective offerors time to prepare their response. The addendum shall document all changes or revisions to the solicitation and shall include at a minimum the following information:
A. Number of addendum, title and solicitation number.
B. Indication of revised or unchanged opening date and time.
C. Reminder those acknowledgments of receipt of the addendum on Bids or Proposals are required for a responsive bid or proposal.
DALLAS COUNTY POLICY

Section D

D. Addendum shall be issued within a reasonable time before the Solicitation is due to open to allow prospective offerors time to prepare their response.

11.04 Modification or Withdrawal of Solicitations. A respondent may modify or withdraw their informal or formal solicitation at any time prior to the official opening date and time.

OPENING OF BIDS

10.05 All bids scheduled to be opened on a particular day must be listed on the Commissioners Court Agenda. The Commissioners Court will authorize the Purchasing Agent to open bids. Bids that are not listed on the agenda must not be opened.

10.06 The public is invited to attend bid openings with the exception of certain request for proposals as outlined in Sub Chapter 262.030 Vernon's Annotated Civil Statutes of the State of Texas Annotated Local Government Code.

10.07 As the bids are opened, the Buyer/Analyst may read the bids aloud, or the bidders may be permitted to review each bid response received. Furthermore, bid envelopes must be attached to the back of the Bid Proposal.

[Court Order #89-0614, 04/10/89]

11.05 Receipt and Opening of Solicitations. Formal solicitations are to be sealed and shall be time stamped and recorded upon receipt and stored unopened in a secure place until the time and date of official opening. The Purchasing Department, solely for the purpose of identification, may open an envelope that is not marked with the solicitation number or does not identify the Respondent’s name. The envelope will then be documented to include the solicitation number and scheduled opening date and time. In addition, the person who opened the envelope will initial it and include the date and time it was opened. The envelope will then be resealed and stored in a secured place, until the official opening date/time.

11.06 All advertised Formal, Annual Contract and RFP/SOO Solicitations must be listed on the County's Formal Agenda and approved by the Commissioners Court prior to opening. However, in the event of an addendum or scheduling issue, the Commissioners Court delegates the authority to the Purchasing Director to extend solicitations with after-the-fact notification to the Commissioners Court.

11.07 Solicitations and addendum shall be opened publicly and read aloud (when applicable) by the Purchasing Department representative, at the time, date, and location as designated in the Invitation for Solicitation and in accordance with Local Government
Code and Open Records Act.

11.08 Late Solicitations. A solicitation is late if it is received at the designated location for submittal after the date and time set for opening. Solicitation received late will not be evaluated or considered for award. Upon request, late solicitation will be returned to the bidder unopened (when applicable).

11.09 Solicitation Analysis and Award. Bids shall be analyzed to determine which respondent offers the lowest cost to Dallas County in accordance with evaluation criteria set forth in the Invitation for Solicitations.

11.10 Bids shall be awarded to the lowest and best respondent who meets the requirements and the evaluation criteria set forth in the Invitation for Solicitations. Award may be made by individual line item, by group of line items, or for the aggregate total of all line items.

11.11 The Purchasing Department shall forward, when applicable, the following information to the requesting customer for review and decision prior to submittal to Commissioners Court for award:
   A. Recap of all solicitations received
   B. Background information used for decision process
   C. Buyer/Analyst recommendation

10.08 If the award of a bid is recommended to other than the low bidder, a briefing memo must be prepared and submitted to the Commissioners Court for review:

10.09 The briefing memo must be prepared in accordance with the style as approved by the Commissioners Court.

10.10 The briefing memo must contain written justification and documentation from the Agency to support the recommended award:

10.11 Prior to briefing the Commissioners Court, the Purchasing Department will send letters notifying other bidders that were lower in cost, informing them of the recommended award:

10.12 Copies of all memos and letters of notification must be placed in both the Auditor's bid folder and the Purchasing Department's bid folder:

10.13 If the Commissioners Court concur with the recommended award, the bid may be awarded the following week or at the next available court session.

[Court Order #89-0614, 04/10/89]
11.12 Upon review and approval by the customer(s), the lowest and best respondent(s) of the solicitation will be submitted to the Commissioners Court for recommendation of formal award. The following procedures will be followed for contracts that are not being recommended to the lowest monetary respondent(s):
A. The Purchasing Department will prepare a letter to the lowest monetary respondent(s) informing them of the award recommendation and procedures to follow for an appeal.
B. A briefing memorandum will be prepared and submitted to the Commissioners Court for review of formal approval. The briefing memorandum will include written justification and documentation to justify the recommended award.
C. In accordance with Commissioners Court ruling, a Formal Court Order will be prepared for the next available Court Session.

11.13 If there are two or more low responsive solicitations from responsible respondents that are identical in price and meet all the requirements and criteria set forth in the solicitation request, award will be made by the drawing of lots in accordance with Texas Local Government Code 262.027.

DUPLICATE BID NUMBERS

10.14 If a bid has been advertised and it becomes necessary to cancel the bid, the original bid number must not be used again for future advertising.

[Court Order #89-0614, 04/10/89]

11.14 Award recommendation may be made to the Invitation for Solicitations that receive only a single response when the Purchasing Director makes the following determination:
A. The price submitted is fair and reasonable.
B. Other prospective vendors had a reasonable opportunity to respond.
C. There is not adequate time for re-solicitation and/or there are no other known vendors interested in bidding on this solicitation.

Otherwise the bid will be rejected and the solicitation canceled and/or re-solicited at a later date.

SOLE SOURCE AWARDS

10.15 Sole Source contracts may be awarded pursuant to Sub Chapter 262.024 Vernon's Annotated Civil Statutes of the State of Texas Annotated Local Government Code.

10.16 All recommendations for award to sole source supplies must first be briefed to the Commissioners Court. The briefing should include a three (3) year history of Dallas
County's experience with the company and product, cost considerations including increase/decrease in demand, etc:

10.17 If the Commissioners Court approves the recommendation, a sole source court order must be presented for award. The court order must include the following:
- name of company
- product or service
- cost
- contract period

[Court Order #89/06/14, 04/10/89]

12.00 Sole Source Awards. The Commissioners Court pursuant to Texas Local Government Code subchapter 262.024 may award Sole Source Contracts for goods and services without competition. Written documentation and justification shall be briefed to the Commissioners Court that sole source procurement is required due to fact that only one known source for the required goods or services is available. All sole source acquisitions must be formally approved by the Commissioners Court.

13.00 Cancellation or Rejection of Solicitations. A solicitation may be canceled and rejected by Commissioners Court (if applicable) in whole or part if the Purchasing Director, Buyer/Analyst and/or Customer states in writing that cancellation and rejection are advantageous to Dallas County.

BIDS FOR INDEFINITE QUANTITY CONTRACTS

10.18 All annual type contracts will be for twelve (12) months unless otherwise specified as a multi-year contract, which requires Commissioners Court approval.

10.19 Once a need is determined, specifications outlining descriptive sizes, types, and number of items, and/or services is established by Department, or officer of the County, hereinafter referred to as "Agency", or the Purchasing Department may initiate and develop specifications for an annual requirement for goods and/or services.

10.20 Although requisitions are not always required in the initial process, the same procedures will be followed as prescribed in Section D 4.00.

10.21 The following Policy and Procedures guideline was adopted by the Commissioners Court and will be used in processing annual contracts for goods and services:

[VENDOR INSURANCE REQUIREMENTS]
14.00 Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful workers' compensation requirements and adequate liability limitations.

14.01 For contracts exceeding $25,000, within ten (10) days after contract award and prior to commencement of work on Dallas County property, the Purchasing Agent requires the successful vendor(s) to submit verification of the following, showing Dallas County as the certificate holder (general liability insurance coverage) with coverage dates inclusive to the performance period that of the awarded contract:

A) workers compensation meeting the acceptable requirements as established by the State of Texas Workers Act, Title 5, subtitle A, Texas Labor Code; and

B) general liability insurance meeting the acceptable limits as established by the State of Texas Insurance Board and/or those limits specifically contained within the bid specifications.

14.15 All County employees who supervise drop/ship or work contracts shall verify that contractors have workers compensation insurance in place before contractor's employees are allowed on County property.

14.02 Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract.

[Court Order #94-1243, 08/09/94]

BIDS FOR ANNUAL CONTRACTS

STATEMENT OF POLICY

11.00 Dallas County's bid specification and contracts for goods and services shall be legally sufficient to obtain a fair price and that the goods and services received are of necessary and adequate quality. To accomplish these objectives, the policy establishes a chain of command assigning responsibilities and development of an information/reporting system for all types of annual contracts. Responsibility for the development of customized, non-annual contracts remains with the Civil Section of the District Attorney's Office.

11.01 Under this system, the Purchasing Department is responsible to Commissioners Court for all phases of Contract Administration. The M/WBE Coordinator, the Budget Office, the Civil Section of the District Attorney's Office, and the user department will routinely develop and monitor information which pertains to a contract's performance.
its legal terms and format, its previous history, and the method by which it was awarded.

11.02 The ultimate day to day responsibility for managing a contract under this policy and ensuring that the appropriate goods and services are delivered continues to remain with the user department. The Purchasing Department is the responsible party that insures, through the appropriate source, that bid specifications and contracts are in keeping with Commissioners Court Contract Management Policy and is responsible to the Commissioners Court for the administration of all aspects of all contracts including bid specification development.

[Court Order #89-0614, 04/10/89]

TYPES OF CONTRACTS

11.03 Dallas County's contracts can be generally categorized into three different types:
   A) annual contracts for goods;
   B) annual contracts for services; and
   C) intergovernmental contracts (usually for services).

As each of these types have different needs and requirements, each contract type has therefore been addressed in a slightly different manner.

[Court Order #89-0614, 04/10/89]

GOODS/SERVICES

11.04 Each department that is responsible for receiving/requesting goods from an annual contract shall designate an individual to serve as a "Contract Manager" for each contract. See Exhibit D1 for a list of current annual contracts with the designated contract managing department. However, in those situations where the contracted goods are used by numerous County departments, the Purchasing Department is designated as the Contract Manager and will oversee the contract's administration. Such designation will be instigated for new contracts not included in Exhibit D1 at the time that the contract is awarded.

11.05 Once designated, the Contract Manager will serve as the department's representative in the information/reporting system and will thus be responsible for overseeing the contract's implementation and will assist the Purchasing Department with contract negotiations.

11.06 The Purchasing Department will be responsible for notifying the Contract Manager that an existing contract is scheduled to expire at least 90 days before the
expiration date. At that time, the Contract Manager, within 14 days, is responsible for supplying information and requirements to the Purchasing Department, who is responsible for the development of the bid specifications. In the event that the Purchasing Department serves as the Contract Manager because numerous County departments actually receive the contracted goods, then the Purchasing Department will contact several of the actual user departments to gain information in the development of specifications. The Purchasing Department will receive input from all users, but is responsible for ensuring that bid specifications are accurate, fair and structured to insure competitive bidding. The Purchasing Department will, in addition, be responsible for consulting with the Civil Section of the District Attorney’s Office on a case-by-case basis to determine what form the bid specifications/anticipated contract should take.

11.07 The Purchasing Department will inform the M/WBE Coordinator the expiration date of all annual contracts, 120 days before the contract expiration date of this activity, and in accordance with existing County policy, the M/WBE Coordinator will monitor the process to ensure that the needs/concerns of minority/women-owned business enterprises are addressed.

11.08 At approximately ninety (90) days prior to the expiration of an existing contract, the Purchasing Department will notify the Commissioners Court using a Data Briefing Sheet and inform them of the anticipated bid advertising and opening schedules, using the briefing format outlined in the Annual Contract Renewal/Development Briefing Sheet (Exhibit DJ). Any subsequent comments provided by the Commissioners Court will then be incorporated into the bidding process.

11.09 The Purchasing Department will advertise bids for three weeks (21 days) and conduct bid openings. In cases of emergency or significant time restrictions which may adversely affect County operations, bids may be advertised for Two (23) weeks in accordance with State Statutes. Once the Purchasing Department has received bids and developed a recommendation, it shall prepare the information into a format and submit the recommendations to the Commissioners Court Clerk for inclusion into the Commissioners Court agenda. In doing so, the Purchasing Department shall list the bid numbers, titles, vendor solicitation information, the goods to be received, all costs and justification and recommendation for the award. Once this information has been assembled, the Purchasing Agent will forward a copy to the M/WBE Coordinator and Auditor’s Office prior to the Commissioners Court.

11.10 The M/WBE Coordinator, after having monitored the bid specification and evaluation process, will provide whatever comments are necessary.
11.11 The Contract Manager will be informed of the award(s) recommendation and may state agreement or disagreement with the Purchasing Department's recommendation; and, if applicable, the basis for this dissent.

11.12 In the event additional briefing material is requested by the Commissioners Court, then the appropriate party will be instructed to develop this material and provide copies to the Commissioners Court and to other participants. Such material will then be attached to each participant's copy of the contract briefing sheet for future reference.

11.13 After the Commissioners Court has formally awarded a bid, then the Purchasing Department will notify the contract managing department:

The Purchasing Department will proceed to work with the Civil Section of the District Attorney's Office in developing any needed contract and order for formal approval.

11.14 Procedures for Contract Management After Contract Approval - Upon the receipt of a good, all receiving/user departments, regardless of whether they formally act as the Contract Manager for that contract, shall immediately prepare a Record of Material Received (RMR) (Exhibit DC) which will contain information pertaining to the timeliness of delivery and the quality of the items received. The receiving/user department will then be responsible for forwarding copies of the RMR to the Auditor and to the Purchasing Department within two work days from receipt of material.

11.15 The Auditor will use the RMR to institute the payment process while the Purchasing Department will review its copy to assess the vendor's performance and to develop corrective remedies where needed (should these corrective remedies involve crediting the County's account with the vendor or altering the contract's prescribed payment arrangement, then the Purchasing Department will immediately notify the Auditor's Office). The Purchasing Department will also place this report in the contract's file and utilize it when developing future bids.

11.16 The Contract Manager will develop criteria by which the performance of an awarded services contract can be evaluated. Such criteria is to be a part of the request for proposal/bid specification when possible, and shall be in place and made known to the contractor prior to the contract's effective date and may be modified, with the approval of the Commissioners Court and the contractor's knowledge, at any time during the contract, as is needed. All changes in performance shall be presented to the Purchasing Department for briefing of the Commissioners Court.

11.17 After the Commissioners Court has formally awarded a bid, then the Commissioners Court Clerk will notify the Purchasing Department, the contract managing department, and the M/WBE Coordinator of this action. The Purchasing Department will be
responsible for working with the Civil Section of the District Attorney's Office in developing any needed contract and order for formal approval.

11.18 Procedures for Contract Management After Contract Approval - Services. The Purchasing Department will forward copies of the executed contract (or synopsis) to the Contract Manager and to the vendor.

11.19 In those instances where the contract managing department differs from the user department, then the Purchasing Department will contact the user departments and inform them as to what services they should be receiving under the awarded contract.

11.20 The Contract Manager will carefully monitor, in adherence with the prescribed process; the vendor's performance, paying strict attention to the timeliness of delivery, the quality of services received, their frequency, etc. To assist the contract manager in this responsibility, a simple reporting form shall be developed by the Purchasing Department and distributed to the user department(s). This form should then be completed and returned to the Purchasing Department on an as needed or predetermined basis. However, at a minimum, the Purchasing Department should survey user department(s) on delivered service performance at least once a year.

11.21 Information gathered from the contract manager's personal observations and from any collected user department reports shall be noted by the Purchasing Department on each Record of Material Received (RMR) form (Exhibit DC) that is used to institute payment for services received. This report must specify what period is being reflected by the report and describe what services were received; their quality, and how they relate to the contract's previously determined objectives; this report should also note any other problems or deviations in contract performance.

11.22 Copies of the RMR shall automatically and no later than two working days be sent by the contract manager to the Purchasing Department and the Auditor's Office. The Purchasing Department will immediately review the report, assess the performance to date, and, if needed, develop remedies. Should such remedies involve crediting the County's account with the vendor or altering the contract's payment schedule, then the Purchasing Department shall be promptly informed by the Auditor's Office.

11.23 Should any disputes occur between the vendor and the County over quality, frequency, etc., of services, then they should be brought to the attention of the Purchasing Department through the RMR. If, however, the problem is of such a nature that it requires immediate attention (and thus cannot wait for the next scheduled filing of an RMR), then the Contract Manager should immediately contact the Purchasing Department and have the two departments jointly work with the vendor to correct the problem (such immediate notification and any resulting action should be carefully
documented in the contracts file; in addition, any corrective action involving crediting the County's account with the vendor or altering the contract's payment schedule should be immediately communicated to the Auditor's Office by the Purchasing Department.

11.24 Coordination of dispute resolution and legal issues will be accomplished with the Civil Section of the District Attorney's Office on an as needed basis. The Purchasing Department will be responsible for briefing Commissioners Court of any required action in a contract dispute.

11.25 In the event that, because of the nature of the contract, no RMR (and hence, no progress report), has had to be filed prior to the contract's last ninety days, a year-to-date progress report must be completed and forwarded to the Purchasing Department.

11.26 All Dallas County InterGovernmental contracts and agreements shall be governed by the InterLocal Cooperation Act, Vernon's Texas Revised Civil Statute Local Government Code Section 791.

PERFORMANCE BOND REQUIREMENT

15.00 11.27 Performance bonds for the purchase of goods and services (non-public Works) will be required as provided by Chapter 262.032 of the Local Government Code. For service contracts the use of performance bonds are discouraged unless there is a compelling need or statutory requirement. Performance bonds may restrict competition and increase the cost of the contract.

15.01 11.28 Construction Contracts: In accordance with Vernon's Texas Civil Statutes Chapter 4, Article 5160 (A), a performance bond will be required on all contracts in excess of $25,000.00 $50,000.00, the bond will be for the full amount of the "entered into" contract per project as evidenced by individual formal contract(s) or issuance of purchase order(s) for that project.

15.02 11.29 High Technology, Service (Professional/General) Supply Contracts: ($50,000.00 +/-) that warrant surety coverage and when determined, by the initiating county department, that a performance bond is not cost effective will include the
following "Contract Assurance Policy":
"Within ten (10) days after award of the contract, the awarded bidder(s) or proposal offeror(s) shall submit to the Purchasing Department a cashier's check payable to Dallas County, equal to five (5) percent of the total awarded contract value. The funds will remain in the possession of the County and shall be utilized in the event the respective contractor(s) defaults for any reason and/or is terminated by the County due to non-performance. Upon satisfactory completion of the awarded contract, the contracting firm(s) will submit, in writing, a request for reimbursement of the funds originally received by the County. Dallas County shall retain all interest earned on said funds during the term that said funds are in the possession of the County."

[Court Order #93-1842, 10/26/93]

15.03 High Technology, Service (Professional/General) Supply Contracts may include a performance bond as determined on a case-by-case basis by the Purchasing Director considering the merits of including the performance bond in addition to Texas state law.

15.04 **Alternate Procedure.** In lieu of submitting a bond, a contractor may be authorized to submit within ten days after award of the contract to the Purchasing Department a cashier's check payable to Dallas County, equal to five (5) percent of the total awarded contract value. The funds will remain in the possession of the County and shall be utilized in the event the respective contractor defaults for any reason and/or is terminated by the County due to non-performance. Upon satisfactory completion of the awarded contract, the contractor will submit, in writing, a request for reimbursement of the funds originally received by the County. Dallas County shall retain all interest earned on said funds during the term that said funds are in the possession of the County.
EMERGENCY PURCHASING AND CONFIRMING PURCHASE ORDERS

(moved to Section 4.0)

POLICY

12.00 In the event that an emergency situation arises in which materials or services must be purchased and obtained without administrative delay, emergency purchasing may be authorized:

12.01 The decision making process will be conducted on an individual case basis by the Purchasing Agent using an Emergency Purchase Request form (Exhibit DE):  
{Court Order #89-0614, 04/10/89}

PROCEDURES

12.03 The department head experiencing the emergency should contact a vendor who can furnish the supplies/services immediately and obtain the price:

12.04 The department head must then call the Purchasing Agent for approval, specifying the details of the situation, the vendor contacted, and the cost of the materials or services:

12.05 The department must submit a requisition to the Purchasing Department before a purchase order can be issued:

12.06 If the emergency purchase is approved, the Purchasing Agent will quickly survey the other known sources for availability and prices. If the suggested vendor is found to be the best, all factors considered, the Purchasing Agent or representative will contact the vendor, provide him with a purchase order number, confirm the approval of the purchase, and prepare to issue a confirming purchase order. The form for issuing emergency confirming purchase orders must be completed by the Buyer:

12.07 The department requesting the emergency supplies will pick up the merchandise and obtain an invoice, unless the supplies are delivered in which case a copy of the packing slip should be retained:

12.08 The receiving department must submit an RMR form and the invoice or packing slip to the Auditor’s Office by the next working day:  
{Court Order #89-0614, 04/10/89}
MATERIAL RETURNED TO VENDOR REPORT
(see Section 5.00 (C)).

PURPOSE

13.00 To provide proof to Vendor that material was returned.

13.01 To provide Auditor’s information to either not pay an invoice or to look for credit from vendor.

13.02 The Material Returned to Vendor Report (Exhibit DM) should be distributed as follows:

- White - Auditor
- Green - Auditor
- Yellow - Requesting Department
- Pink - Purchasing Department
- Goldenrod - For person picking up item or as packing slip for return.

POST AWARD PROCESS AND PROCEDURES

16.00 Quality Assurance. The purpose of quality assurance is to ensure Dallas County receives goods and services in accordance with the time periods and quality standards established in the contract. For critical services (high dollar value, poor performance history, non-performance may cause damage to the County, etc.) the plan should include measurable outcomes to encourage contractors to develop and institute innovative and cost-effective methods of performing the work. Inspectors and contract managers are responsible for the following:

A. Evaluate and document the contractor’s performance in accordance with the Inspection Plan.
B. Notify Purchasing in writing of any discrepancies.
C. Maintain documentation in accordance with the Inspection Plan.
D. The Department Head will appoint the contract manager and inspector in writing. The contract manager and inspector may be the same person. The Purchasing Department will send a letter to the contract manager/inspector delineating responsibilities. A copy of the letter will be sent to the contractor.
E. The contract manager and Purchasing Department representative will meet with the awarded vendor/contractor after the first month of contract to assess performance and solve problems in partnership. If necessary, monthly
meetings or communication will continue if mutually beneficial or if transition or performance problems exist.

16.01 Termination Procedures. This section applies to those instances when the contractor's performance is unsatisfactory and previous attempts to partner with the contractor to solve the problem have failed.

A. The Purchasing Director shall give the contractor a Letter of Concern specifying the failure and providing a period of 10 days (or longer period as necessary) in which to correct those problems causing unsatisfactory performance.

B. Upon expiration of the 10 days (or longer period), the Purchasing Director shall give the contractor a Letter of Intent to Terminate specifying the contractor's contractual liabilities if the contract is terminated for default, and requesting the contractor justify why the contract should be continued.

C. The notice may further state that failure of the contractor to present an explanation may be taken as an admission that no valid explanation exists.

D. The letter will also offer the contractor an opportunity to appear in Commissioners Court to present the company's views on the termination issue.

E. When a termination for default appears imminent, the contracting officer shall provide a written notification to the surety. If the contractor is subsequently terminated for default, a copy of the notice of default shall be sent to the surety.

F. If the contractor is a minority or woman-owned business the Purchasing Director shall keep the M/WBE representative apprised at all times.

16.02 The Purchasing Director shall consider the following factors in determining whether to recommend a contract for default:

A. The terms of the contract and applicable laws and regulations.

B. The specific failure of the contractor and the excuses for the failure.

C. The availability of the supplies or services from other sources.

D. The urgency of the need for the supplies or services and the period of time required to obtain them from other sources, as compared with the time delivery that could be obtained from the delinquent contractor.

E. The importance of the contractor in Dallas County's Government purchasing program and the effect the termination would have on other contracts.

F. Any other pertinent facts and circumstances.

16.03 If a court order is issued the Purchasing Director shall issue a Termination Notice stating the following:

A. The contract number and date;

B. The acts or omissions constituting the default;

C. That the contractor's right to proceed further under the contract (or a specified portion of the contract) is terminated.
D. That the supplies or services terminated may be purchased against the contractor's account, and that the contractor may be held liable for any excess costs;

E. That Dallas County reserves all rights and remedies provided by law or under the contract, in addition to charging excess costs; and

F. The Purchasing Director Agent shall make the same distribution of the termination notice as was made of the contract. A copy shall also be furnished to the contractor's surety and the auditor to withhold further payments under the terminated contract, pending further direction.

17.00 Suspension of Vendors/Contractors. When in the best interest of Dallas County, the Commissioners Court by court order, may suspend, for cause, any Vendor/Contractor from being awarded a solicitation or receiving solicitation.

18.00 Interlocal/Cooperative Agreements. The Commissioners Court must approve and execute the Interlocal/Cooperative Agreement as authorized by Article 791.025 of the Texas Government Code. The Code permits agreements between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for the purchase of such goods and services.

CASH PURCHASES/REIMBURSEMENTS

POLICY

19.00 Reimbursement for cash purchases made by County employees must be approved by the Purchasing Director, Commissioners Court and/or the Auditor's office, Agent or his authorized representative.

19.01 Dallas County The Purchasing Department does not encourage the practice of individuals making cash purchases for supplies that are needed for the department, even on an emergency basis.

19.02 Dallas County reserves the right to not approve a cash purchase/reimbursement if it is found that the intent is to avoid the requisitioning process and/or the individual is in violation of procurement policies or standard county policies and procedures.

19.03 All requested reimbursements must be accompanied by the original invoice and submitted on a Request for Payment (See Exhibit 5) or through the County's automated financial system.
Upon approval, Dallas County will only reimburse for the actual cost of the purchase, excluding sales tax, that was approved by the Purchasing Agent.

[Court Order #89-0614, 04/10/89]

PROCEDURES

If an individual determines it necessary to make a cash purchase the following procedures are to be followed:

A) Contact the Purchasing Agent and give reasons for the cash purchase.
B) If approved, the Purchasing Agent will need to know the name of the individual for which reimbursement will be made; item(s) to be purchased; amount of the purchase; and name of the supplier.
C) The Purchasing Agent will issue a Purchase Order number to the individual making the purchase and Dallas County tax identification number.

[Court Order #89-0614, 04/10/89]

CASH PURCHASE/REIMBURSEMENT FORM INSTRUCTIONS

The Request for Payment form #255 (Exhibit DN) should be completed by the individual or department making cash purchase with the following information:

A) Name and address of individual for which reimbursement is requested:
B) Date that the purchase was made:
C) Quantity and description of item(s) being purchased:

The requesting individual/department should retain one copy of the Request for Payment for their files, but not the original.

The Purchasing Department will attach the yellow and blue copy of the Purchase Order to the Request for Payment and submit to the Auditor's Office.

The white copy of the Purchase Order will be sent to the individual/department making the purchase.

The goldenrod and pink copies of the Purchase Order will be filed in the Purchasing Department's files.

The green copy of the Purchase Order may be discarded or sent with the white copy of the purchase order.

[Court Order #89-0614, 04/10/89]
20.00 **Name Change and Novation Agreements.** The Commissioners Court must approve and execute all name changes and novation agreements for any formally approved solicitation. The documentation connected with Name Change and Novation Agreements is necessary to protect the interest of Dallas County. The recognition of a successor is discretionary on the part of Dallas County depending upon whether recognizing a successor is in Dallas County’s best interest. If it is not in Dallas County’s best interest to recognize the transfer, the original vendor/contractor remains contractually obligated to Dallas County and its failure to perform could result in the termination of the contract for default.

21.00 **Surplus Property.** The disposition of County property to surplus shall be handled in accordance to Section F of the Dallas County Policies and Procedures Manual.

**PROCUREMENT OF ARCHITECTURAL/ENGINEERING SERVICES**

**POLICY**

23.00 16.00 Professional service contracts are exempt by State law from competitive bidding. The Professional Services Procurement Act, Article 664-4, Section 2, Texas Revised Civil Statutes, lists those services exempted to include architecture and professional engineering. This policy applies to all professional service contracts for architectural and professional engineering services and is formulated in compliance with Article 664-4, Sections 3 and 3A, as amended by SB 677, 71st Texas Legislature.

[Court Order #91-0393, 03/05/91]

**SELECTION CRITERIA**

23.01 16.01 The procurement of architectural or engineering services shall conform to the two-step process as outlined in Section 3A, Article 644-4, as amended. Contracts for professional services with architects and registered professional engineers shall be negotiated with firms selected on the basis of demonstrated competence and qualifications for the services to be performed. After selection, a contract shall be negotiated at fair and reasonable prices with the most highly qualified firm. The
following selection criteria are defined to provide a systematic and impartial
evaluation and documentation for use in the selection of architectural and engineering
consultants. These criteria represent the basic standards to be considered in the
selection process:

23.02 Qualifications, experience, capabilities and resources:
A) history of meeting deadlines, staffing size, current workload
B) history of performance of keeping within budgets
C) experience of other similar projects
D) expertise of project manager and project team (including names, position titles
and experience of personnel to be assigned to project)

23.03 Consultant's quality of response and approach to the project:
A) total number of personnel to be assigned to the project, identified by discipline
   (Architect; Civil, Mechanical, Electrical, Structural Engineers)
B) time frame and bar graph schedule and identification of critical path items for
   completion of project
C) proposed approach to project; critical issues and resources committed to
   project

23.02 Women and minority participation:
A) consultant's use of women and minority-owned business enterprises
B) list of all women and minority-owned firms that will be involved in the project
   and nature of their involvement
C) women and minority interest/ownership of firm
D) assignment of qualified women and minority employees to project
E) demonstration of hiring practices which provide opportunities for work
   experience and encourage the professional development of women and
   minority employees

23.03 The following data shall be provided by the consultant and will also be given
consideration in the selection process:
A) consultant's current contracts
B) consultant's knowledge and experience of local circumstances
C) consultant's work plans, special concerns or techniques needed
D) joint ventures/subconsultants:
   1) efforts to joint venture (see M/WBE Policy)
   2) names of subconsultants, associates or joint venture
E) current litigation, including litigation with Dallas County
F) references familiar with consultant's work on similar or related projects within
   the past five years, including name, address, phone number and relationship of
   the referenced individual to the project
DALLAS COUNTY POLICY

[Court Order 91-0393, 03/05/91]

SELECTION PROCESS POLICY

23.04 16:06 To utilize competent consulting architectural and engineering firms in Dallas County as necessary to provide professional services for planning and design of Dallas County capital improvements authorized by the Commissioners Court.

[Court Order 91-0393, 03/05/91]

SELECTION PROCEDURES

23.04 16:07 Architect-Engineer Questionnaire (Exhibit DO) (General Services Administration Standard Form 254 may be substituted for Dallas County form) Dallas County from time to time requires architectural and engineering services for capital improvement programs approved by the voters in bond elections, as well as other projects funded from other revenue sources. Through the public announcement by the Commissioners Court of an order calling for new capital improvement program, a bond election or bond sale, and media publicity related thereto, architectural and engineering firms, organizations and societies may inform themselves of the extent of upcoming capital improvement programs in Dallas County. Firms desiring to provide architectural or engineering services for the County must obtain a Dallas County architect-engineer questionnaire (GSA Standard Form 254 may be substituted), complete the questionnaire and return it to the Dallas County Purchasing Department where it is filed for informational purposes. The form shall be updated annually by the consulting firm or when changes occur, e.g., change of address, key personnel, type of organization, etc.

23.05 16:08 Project announcement: When the Commissioners Court approves an appropriation of funding for project requiring architectural or engineering services, the department responsible for project management will develop detailed project cost estimates for the required scope of work and will submit a project development report to the Commissioners Court to include a defined scope of work and estimated funding requirements for the various elements necessary to accomplish the project. After approval by the Commissioners Court of the project scope of work and funding requirements, the Purchasing Department will mail a letter of notification (Request for Proposals Qualifications or Letters of Interest) to those firms with current architect-engineer questionnaires or Standard Form 254 on file. The Purchasing Department upon request by the responsible department shall have advertisements placed in local newspapers for a period of not less than two weeks. The
announcements will request that all proposals or letters of interest prepared by architectural and engineering firms include an expression of interest in any specific project included in the announcement and be returned to the Purchasing Department.

23.06 **Processing proposals/letters of interest:** Upon receipt of proposals, statements of qualifications, or letters of interest, within the specified time required, a tabulation will be made by the Purchasing Department on a standard form of the firms which have responded which will be distributed to the appropriate department and/or Selection Committee. The Selection Committee **shall** consist of members appointed by the department responsible for project management and will include Assistant Directors, Project Managers, Project Architects, Project Engineers, the Commissioners Court Administrative Planning and Development Coordinator, a representative from major participating governmental entities and a representative of the Purchasing Department. The M/WBE Coordinator will attend all meetings to monitor minority business involvement.

Firms will be notified and formal Statements of Qualifications submitted as required by the particular selection committee. Each member of the Selection Committee shall review said Statements of Qualifications and rank each submittal based upon requirements necessary for each project in the Letter of Notification. A tabulation of the Selection Committee's rankings will be made and a Short List reflective of the number of submittals may be created.

23.07 **Consultant interviews:** The Selection Committee may schedule interviews with firms **responding to the announcement on the Short List.** The interview is used to determine the capability of a firm to deliver the architectural or engineering services needed by the requesting department. A basic interview format is used, but each interviewer is encouraged to probe fully the qualifications of the firm beyond this format, including contact and consideration of responses from references (see Section D 23.01 - 23.03). Upon completion of the interviews, each member of the Selection Committee independently evaluates each firm, utilizing the criteria outlined in Section D 16.01 - 16.05 above, as well as an Architect/Engineer Rating Form (Exhibit 6), and then a consensus is reached by the group concerning ranking of the firms being considered. Rating forms from each member will be tabulated and retained for record purposes and for subsequent submission to the Commissioners Court. The M/WBE Coordinator shall rate all firms with regard to **Item III of the Architect/Engineer Rating Form.**

23.08 **Selection of consultants:** For certain projects requiring unique qualifications, other senior architects and engineers in the requesting department may be asked to assist in the selection process. The M/WBE Coordinator **will** may also be present at these meetings of the Committee to monitor minority business involvement. The Committee members discuss the requirements and complexity of each project, the experience and
record of performance for the prospective firms and match each project with (usually) no more than three firms considered to be best qualified for the project. The criteria established in Section 23.01 - 23.03, Selection Criteria, shall be utilized in rating consultants on the Architect/Engineer Rating Form, with emphasis on the following factors:

A) Previous experience on similar projects
B) Current consultant workload and availability
C) Demonstrated ability to perform required services within County of Dallas time schedule.

23.09 In addition, consideration is given to the following:
A) Consultants involved in litigation with the County of Dallas or representing clients in an issue in litigation are disqualified for the term of litigation.
B) Firms owned or headed by a former County employee are disqualified for a period of one year after their departure from County employment.
C) Firms which have actively and successfully recruited a professional employee of the County away from the Department are disqualified for a period of one year.

23.10 Recommendations for approval of consultants: After the Selection Committee completes the task of interviewing and rating firms and the department head has reviewed and approved the ratings, a complete listing of firms responding to the announcement (including a tabulation of the Committee’s ratings), along with a recommendation for selection of firms, is submitted to the Commissioners Court by the Selection Committee through the responsible department head for approval to initiate contract negotiations. The recommendation to the Commissioners shall include a complete and detailed statement of the scope of services to be provided along with appropriate funding and scheduling, as well as any other pertinent information deemed necessary by the Committee or department.

23.11 Projects requiring special selection procedures: The previously described process accounts for most architectural and engineering services selection and is specifically designed to address the typical project and workload. Occasionally, the Commissioners Court may authorize a project of a size or a uniqueness that requires special skills and a more thorough evaluation of experience and capability. In these instances, the responsible department may develop a listing of four to six firms known or believed to have unique qualifications and competence in the special field required for the project. In addition, these projects may be advertised through the Purchasing Department, as outlined in Section 23.05. These firms are given a description of the project and invited to submit a written summary of their qualifications for the project and a work program for accomplishing the task, including the specific personnel to be assigned with their qualifications, other firms to be used, etc. These firms are then screened or rated by senior staff in the department, and a group of usually no more than
three is selected for interview. The interviewing panel may include specialized County of Dallas personnel outside the managing department. A suggested interview format is developed for use by the interviewers as well as a method of evaluation. Upon completion of interviews, each member shall rank the firms as outlined in Section 23.08 above. Recommendations to the Commissioners Court for authority to negotiate fees shall be in accordance with Section 23.10 above.

[Court Order 91-0393, 03/05/91]

CONTRACT CONSIDERATIONS FOR NEGOTIATION

23.12 Upon approval by the Commissioners Court of the Selection Committee's recommendations and after funds have been budgeted for the project, negotiations will be initiated with the highest ranked firm. If in the opinion of the Selection Committee or department head a fair and reasonable fee cannot be negotiated with the highest ranked firm, negotiations will be terminated and initiated with the second highest ranked firm, and so forth until a fair and reasonable fee, within establish budgetary limitations and acceptable to the Committee, panel and/or department head is reached or the project is otherwise canceled.

23.13 Dallas County may elect to designate or specify in the announcement for architectural and engineering services (Request for Proposals Qualifications) the estimated construction cost or the maximum construction budget for certain projects.

23.14 For all projects or phases of projects where the scope of work has been clearly and fully defined, with a definite time frame and approved by the Commissioners Court, contracts will be negotiated based upon "not to exceed" fixed price basic fees for architectural and engineering services.

23.15 Special services fees shall be determined based upon the product of direct salary costs times a multiplier and subject to confirmation by an audit of the firms financial records. Special services fees and/or reimbursable expenses for subconsultant or subcontract services shall be determined on invoice costs, plus 10%. Subconsultant or subcontract services agreements shall be subject to audit and subject to approval of the Committee, panel and/or department head. All Dallas County architectural and engineering services contracts will contain maximum "not to exceed" total fees to be made up of the basic fee plus special services fees and reimbursable expenses.

23.16 After negotiations have been concluded, the responsible department will have prepared a "Report of Negotiations" for submission to the Commissioners Court for approval prior to the award of a contract. The report will include but not be limited to:

A) a detailed summary of negotiations with cost data utilized in the negotiation process;
B) a complete certified audit, if requested by the County, of the firm's financial records; and
C) a draft contract format to include all fees and schedules for the services to be provided.

MINORITY/WOMEN-OWNED BUSINESS INVOLVEMENT EVALUATION

23.17 The consultant shall comply fully and totally with Dallas County Minority/Women-Owned Business Involvement Policy. This Policy was adopted August 25, 1986 by Court Order 86-1198 and amended May 11, 1987 by Court Order 87-833 and February 28, 1988 by Court Order 88-334. All proposals (RFP) for architectural/engineering services in response to project announcements shall include the appropriate forms with complete data regarding minority/women participation. Copies of the Minority/Women-Owned Business Involvement Policy, necessary forms and information may be obtained from:
Dallas County
Minority/Women-Owned Business Enterprises Coordinator
411 Elm Street
Dallas, Texas 75202

23.18 The following criteria are defined to provide a systematic and impartial evaluation and documentation of the degree or extent to which Minority/Women participation in the project will be achieved:
A) minority/women ownership/interest in the architectural or engineering firm. Percent of ownership and position in active operations or management of the firm shall be given.
B) list of all other minority/women-owned firms that will be involved in the project and nature and extent of their involvement. This list shall provide percent of ownership, position and extent of management in operations of the firm.
C) assignment of qualified minority/women employees to the project. This shall include these employees of the consultant and other firms involved in the project.

CHILLERS/REFRIGERANT POLICY

24.00 The Dallas County Chillers/Refrigerant policy covers the installation of any new chillers with CFC refrigerants.
24.01 New Chillers with CFC refrigerants that are not compatible with the HCFC such as R-22 and R-123 or HFC’s such as 134 are not acceptable for installation in County buildings or property.

24.02 Chillers that operate with only R-11 are not acceptable for installation in County buildings or property.

=Court Order #89-0614.04/10/89=

PROCEDURE

24.03 Notice of this policy shall be provided to all architectural/engineering consultants that provide services to Dallas County.

=Court Order #89-0614.04/10/89= 
Exhibits

1. Manual Requisition (Exh 1)
2. Record of Material Received (RMR) (Exh 2)
3. Material Returned to Vendor Report (Exh 3)
4. Request for Payment (Exh 4)
5. Pick-up Purchase Orders (Exh 5)
6. Architect - Engineer Criteria (Exh 6)
**REQUISITION ON DALLAS COUNTY PURCHASING DEPARTMENT**  
509 MAIN STREET, ROOM 623, DALLAS, TEXAS 75202

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I hereby certify that the above articles or services are necessary for use in this Department.

NOTES TO BUYER

Authorized Personnel Signature
Print/Type Name

Distribution: White (Purchasing) - Yellow (Dept)
Form 1 (Rev 2/99)
**RECORD OF MATERIAL RECEIVED**

**Department**

**County of Dallas**

**Req. No.**

**P. O. No.**

**Supplier**

(DELIVERED BY)  
(WHERE DELIVERED)  
(The first two copies of this RMR to be forwarded to Dallas County Auditor's Office on day material received.)

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I certify that I personally received for the County the above listed items (description of which is based on my own inspection and/or count) by the means of delivery and in the condition recorded by me hereon.

**Date Received** 19

To be signed by department employee designated to receive and inspect county purchases.
MATERIAL RETURNED TO VENDOR REPORT

Vendor

Reason for rejection:

- [ ] Damaged
- [ ] Not ordered
- [ ] Overshipped
- [ ] Received in error
- [ ] Wrong item received

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Date returned

Signature of person picking up material for return or receipt number. Attach receipt to green copy of this form (Auditor's copy).

THE FIRST COPY OF THIS FORM TO BE FORWARDED TO DALLAS COUNTY AUDITOR'S OFFICE AS SOON AS POSSIBLE ON REJECTION OF MATERIAL.

AUDITOR'S OFFICE USE ONLY

- [ ] Credit received
- [ ] Paid for on Warrant No.
- [ ] Terms
- [ ] Deduction to be taken

Received by: __________________________ Purchasing Dept. __________________________ Date ____________

WHITE & GREEN: AUDITOR, PINK: PURCHASING, YELLOW: ISSUING DEPARTMENT, GOLDENROD: PACKING SLIP
**REQUEST FOR PAYMENT**

DALLAS, TEXAS, 19

OR. TO

ADDRESS

FUND

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REQUESTED BY:

I certify that charges represented by this bill are essential to County business and the County has received the full benefit thereof except as noted.

BUDGET INFORMATION

CODE NO

APPROVED BY:


DEPARTMENT

DALLAS, TEXAS, 19

This form to be made in TRIPlicate - the ORIGINAL and 1 copy to go to COUNTY AUDITOR.
TAX EXEMPTIONS
FEDERAL EXCISE TAX
REG. NO. 79-73-8276-K
STATE OF TEXAS LIMITED SALES TAX
PERMIT NO. 5-99085-6329-7

DALLAS COUNTY
801 Elm Street, Second Floor
DALLAS, TEXAS 75202
AC 214/749-4421

Deliver To:
At:
Care of:

Bid No. Date

Requisition No.

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DATE PROMISED
F.O.B. DELIVERED ADDRESS UNLESS OTHERWISE SPECIFIED

INSTRUCTIONS

COUNTY OF DALLAS, TEXAS

By

For Purchasing Agent

Always refer to Purchase Order No.

From the receipt of the invoice in the County Auditor’s office or from date of receipt of goods at delivered destination.

Notes confirm acceptance of your bid to furnish items listed herein. ORIGINAL and 2 copies of YOUR ORDER supported with original bill of lading MUST BE MAILED TO THE DALLAS COUNTY AUDITOR’S OFFICE, 467 RECORDS BLDG., DALLAS, TEXAS 75202. The above purchase order number MUST be shown on a copy of your invoice, bill of lading or express receipt and INVOICE. No responsibility will be assumed for verbal orders given employees outside of Purchasing Department.

SHALL BE UNDERSTOOD THAT THE CASH DISCOUNT PERIOD WILL DATE FROM THE RECEIPT OF THE INVOICE IN THE COUNTY AUDITOR’S OFFICE OR FROM DATE OF RECEIPT OF GOODS AT DELIVERED DESTINATION.
NAME OF FIRM: ________________________________

I. Qualifications and Experience:
   1. History of Meeting Deadlines ____________________________ (0-10)
   2. History of Operating Within Budget ______________________ (0-10)
   3. Experience with Similar Contracts ________________________ (0-10)
   4. Experience of Project Manager and Project Team ____________ (0-10)

II Quality of Response and Approach
   1. Personnel Assigned to Projects ____________________________ (0-15)
   B. Time Frame and Bar Graph Schedule
      For Completion of Project _________________________________ (0-15)
   3. Proposed Approach, Attention to critical
      Issues and Resources Committed ____________________________ (0-15)

II Female and Minority Participation
   1. Certified M/WBE Firm _________________________________ (6 points)
   2. M/WBE Involvement as Subconsultants, Subcontractors or Suppliers (6 points)
   3. Female and Minority Employees Assigned to Project __________ (3 points)

Rater: ________________________________
# APPENDIX

**PURCHASING/CONTRACTS MANAGEMENT**

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### REQUISITION ON DALLAS COUNTY PURCHASING DEPARTMENT

601 Elm Street • Second Floor • Dallas, Texas 75202

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| Funds Available |

**DELIVERY INFORMATION**

- **Delivery Date Requested**
- **Special Instructions**
- **Vendor Estimates Delivery By**

I hereby certify that the prices listed in the price columns on this requisition are the best available under the circumstances, and I request them for use in this department.

Department Head Signature: Foreman
### EXHIBIT B

**ALWAYS REFER TO PURCHASE ORDER No.**

| Deliver To | (1) |
| At | (1) |
| Care of | (2) |
| Bid No. | (3) |
| Date | (4) |
| Requisition No. | (5) |

### Quantities, Units, Description, Unit Price, Total Price

<table>
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<th>Quantity</th>
<th>Unit</th>
<th>Description of Articles or Services</th>
<th>Unit Price</th>
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### Date Promised

**F.O.B. DELIVERED ADDRESS UNLESS OTHERWISE SPECIFIED**

**INSTRUCTIONS**

1. This confirms acceptance of your bid to furnish items listed herein. ORIGINAL and 3 copies of YOUR NO./L, supported with the original bill of lading MUST BE MAILED TO THE DALLAS COUNTY AUDITOR'S PRICE, 427 RECORDS BLDG., DALLAS, TEXAS 75202. The above purchase order number MUST be shown on (5)
   all, box, bill of lading or express receipt and INVOICE. No responsibility will be assumed for verbal orders given by employees outside of Purchasing Department.

2. Bulk of materials when and as promised, please advise when shipment can be made. The right is reserved to cancel all or any part if not shipped as specified.

3. **SHALL BE UNDERSTOOD THAT THE CASH DISCOUNT PERIOD WILL DATE FROM THE RECEIPT OF THE INVOICE IN THE COUNTY AUDITOR'S OFFICE OR FROM DATE OF RECEIPT OF GOODS AT DELIVERED ESTIMATED, WHICHEVER IS LATER, AND NOT FROM DATE OF INVOICE.**

**COUNTY OF DALLAS, TEXAS**

By (12)

For Purchasing Agent

(2)
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<tr>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION (FROM ACTUAL PHYSICAL INSPECTION OF ITEMS RECEIVED)</th>
<th>COUNTY PROPERTY NUMBER</th>
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I certify that I personally received for the County the above listed items (description of which is based on my own inspection and/or count) by the means of delivery and in the condition recorded by me hereon.

Date Received: 19

To be signed by department employee designated to receive and inspect county property.
SUPPLEMENT
TO CHANGE PURCHASE ORDER
DALLAS COUNTY PURCHASING DEPT.
601 ELM STREET, 2nd FLOOR
DALLAS, TEXAS 75202

REFERENCE:
(1) P.O. No. ______
(2) Req. No. ______
(3) Dated ______

COUNTY OF DALLAS, TEXAS.

(4) By ___________________________ Purchasing Ap
CANCELLATION
OF PURCHASE ORDER
DALLAS COUNTY PURCHASING DEPT.
801 ELM STREET, 2nd FLOOR
DALLAS, TEXAS 75202

REFERENCE:
P.O. No. 

Req. No. 

Dated 

Reason for Cancellation: ________________________________

DALLAS COUNTY PURCHASING DEPARTMENT

By ____________________
For Purchasing Agent
**DALLAS COUNTY**

001 ELM STREET
DALLAS, TEXAS 75202

**REQUEST – PURCHASE ORDER**

BY THIS NUMBER ON ALL INVOICES AND CORRESPONDENCE.
IN DUPLICATE TO DALLAS COUNTY PURCHASING DEPT., RECORDS
No., DALLAS, TEXAS. NO CHANGES ON THIS ORDER MAY BE MADE
WITHOUT THE WRITTEN CONSENT OF THE PURCHASER.

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**TAX EXEMPTIONS**

FEDERAL EXCISE TAX
REG. NO. A-126411
STATE OF TEXAS
LIMITED SALES TAX
PERMIT NO. 300092-0220-7

The undersigned hereby authorizes to furnish and deliver the articles or services as specified above at the prices and terms there stated and to enter into an agreement with the specifications and general conditions of bidding, all of which are made a part of this order. This order is not subject to withdrawal.

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(6)
DALLAS COUNTY
601 ELM STREET
DALLAS, TEXAS 75202

EXHIBIT F 2 of 2

REQUISITION - PURCHASE ORDER

HOW THIS NUMBER ON ALL INVOICES AND CORRESPONDENCE
IN TRIPlicate TO DALLAS COUNTY PURCHASING DEPT., BILLS
- DALLAS, TEXAS. NO CHANGES ON THIS ORDER MAY BE MADE
WITHOUT THE WRITTEN CONSENT OF THE PURCHASER.

VENDOR:

CASE NUMBER:

NAME:

Purchased For:

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ACCOUNT NUMBER:

TRAN. CODE:

VENDOR NUMBER:

INVOICE DATE:

INTER FUND:

INVOICE NUMBER:

DISCOUNT: Req. No.

NET:

DISCOUNT:

PREPARED BY:

APPROVED BY:

TAX EXEMPTIONS

FEDERAL EXCISE TAX

REG. NO. A-121411

STATE OF TEXAS

LIMITED SALES TAX

PERMIT NO. 300000-2230-7

The undersigned hereby offers to furnish and
deliver the articles or services as specified
above at the price and terms there stated and
to strict accordance with the specifications and
general conditions of bidding, all of which
are made a part of this offer. This offer is not
subject to withdrawal.

BIDDER:

ADDRESS:

PHONE:

AUTHORIZED SIGNATURE:

I certify that I personally received for the County of Dallas the above
listed items, I further certify that I have examined each item and that
all were in good condition unless otherwise noted by me.

(13)

PURCHASING AGREE

I certify that I personally received for the County of Dallas the above
listed items, I further certify that I have examined each item and that
all were in good condition unless otherwise noted by me.

(10)

I certify that I personally received for the County of Dallas the above
listed items, I further certify that I have examined each item and that
all were in good condition unless otherwise noted by me.

(11)

DATE RECEIVED

AUTHORIZED SIGNATURE

(7)
## Quotation

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**TOTAL**

**DISCOUNT**

**NET**

**UNIT PRICE**

**TOTAL**

**NOTE:**

1. The County of Dallas reserves the right to reject any and all bids or parts of bids.
2. Prices must be quoted on a tax-exempt basis and include prepaid delivery.
3. The Contractor must submit a signed certificate of warranty at the time of bidding.
4. Non-compliance with the specifications will result in disqualification.
5. The Contractor must submit a signed agreement to comply with the specifications.

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**NET**

**UNIT PRICE**

**TOTAL**

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| Programming Master EPROM Chips               | Facilities Management
| Radiator Repair Service                      | Facilities Management (ARC) |
| Radio Communication Eqpt. Maintenance Rags   | Purchasing          |
| Recording & Indexing System for Instruments Filed | Facilities Management |
| Rental of Digital Pagers for Various County Departments | County Clerk |
| Rental of Flasher Lights, Barricades         | Purchasing          |
| Ribbons, Canon/Xerox/Diablo for Dallas County | Administrative Services |
| Ribbons for Dallas County                    | Administrative Services |
| Road Stabilizer and Seal Coat                | Administrative Services |
| Road Lubricants & Greases                    | Facilities Management (ARC) |
| Road Construction Materials (Aggregate)      | Purchasing          |
| Rubber Stamps                                | Administrative Services |
| Security & Data Gathering System at M.D.C.   | Facilities Management |
| Solid Waste Collection/Sandbranch            | R & B District #3    |
| Special Fund Checks                         | County Treasurer    |
| Staple Foods                                | Juvenile            |
| Standard Continuous Computer Form Paper      | Purchasing          |
| Striping Paint for Various County Departments| Public Works        |
| Surplus Scrap Metals, Sale of Surplus Tires, Sale of | Purchasing |

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<td>Armored Car Service</td>
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<td>Armored Car Svc. &amp; Key Lock Safe</td>
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<td>Paying Agent &amp; Registrar for Dallas County on Bond Issues</td>
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<td>Election Equipment for Data Services</td>
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<td>Microfilm Equipment, Supplies &amp; Service for District Clerk</td>
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<td>Ballots &amp; Precinct Supplies</td>
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<td>Election Supplies</td>
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<td>Additional Supplies</td>
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<td>Programming Master EPROM Chips</td>
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<td>Transportation of Votomatic Punch Card Machines</td>
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<td>Fire Extinguisher Service</td>
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<td>Portable Emergency Oxygen Inhalators</td>
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<td>Rental and Service</td>
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<tr>
<td>Waste Treatment/Disposal Service</td>
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</table>
## Annual Contract Renewal/Development Briefing Sheet

1. **Contract**
2. **Contract Bid No.**
3. **Description**
   - A. Item/Service
   - B. Primary User(s)
   - C. Projected Quantity to Be Ordered
   - D. Prior Year Quantity
   - E. Projected Expenditures
   - F. Prior Year Expenditures
   - G. Current Vendor
   - H. Projected Vendor List
   - I. Prior Year Vendor Response
4. **Specification Notes**
5. **Projected Advertisement Period**
6. **Projected Bid Opening Date**
7. CONTACT PERSON/PHONE

8. DATE TO BE BRIEFED

9. COMMENTS:
No Bids Opened: ________________________

Copy of Bid Evaluation: ________________________

____________________________________________

Summary/Recommendations: ________________________

____________________________________________

VAMFAS? __________ Yes __________ No

State Evaluation Criteria: ________________________

____________________________________________

Signature/Date: ________________________

Receiving ________________________

Coordinator for Minority Business Enterprise ________________________

Contract Manager ________________________
DALLAS COUNTY
PURCHASING DEPARTMENT

EMERGENCY PURCHASE REQUEST
(TO BE USED FOR CONFIRMING PURCHASE ORDERS ONLY)

Date: ____________________________

Department and Contact Person: ____________________________

Requisition Number: ____________________________

P. O. Number Assigned: ____________________________

Vendor: ____________________________

Item(s): ____________________________

Amount: ____________________________

Buyer: ____________________________

PURCHASE AUTHORIZATION

1. Check for Funds Availability: ____________________________ Auditor ____________________________ Date ____________________________

2. Recommended By: ____________________________ Senior Buyer ____________________________ Date ____________________________

3. Approved By: ____________________________ Purchasing Agent ____________________________ Date ____________________________

2 Elm Street, 4th Floor
Dallas, Texas 75202
(214) 653-7431
MATERIAL RETURNED TO VENDOR REPORT

No. 1
Dept. 2
Date 3

Req No. 4
P.O No. 5
Orig. RMR No. 6

Returned VIA: UPS √ PP □ Vendor □
OTHER □

For rejection: C

Damaged □ Not ordered □

Received in error □ Wrong item received □

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<tr>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<td>5</td>
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</tbody>
</table>

Authorization 19

Note of person picking up material for return or receipt number. Attach receipt to green copy of this form (vendor's copy).

FIRST COPY OF THIS FORM TO BE FORWARDED TO DALLAS COUNTY AUDITOR'S OFFICE AS SOON AS POSSIBLE ON REJECTION OF MATERIAL.

FOR AUDITOR'S OFFICE USE ONLY

Vendor No. 

Paid for on Warrant No. 

Date 

Terms 

Reduction to be taken □ Request refund 

Signed by: _______ Purchasing Dept. (25) Date _______