DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

August 24, 2004

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**FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION**

Minister’s Letter of Appreciation
DATE(s) TO REMEMBER

New Look Committee Meeting - Commissioners Court

Tuesday, September 7, 2004 @ 1:00pm

- Community Health & Social Services
- Justice Administration
- Law Enforcement
- Management Services
TO: THE HONORABLE COMMISSIONERS COURT

FROM: ZACHARY S. THOMPSON, DIRECTOR

DATE: AUGUST 17, 2004

SUBJECT: REQUEST FOR PROPOSALS TO PROVIDE CAPACITY DEVELOPMENT TO PROVIDERS OF MINORITY AIDS INITIATIVE (MAI) FUNDED SERVICES

Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White Title I Minority AIDS Initiative (MAI) funds. The Ryan White Title I MAI funds may be used for capacity development which includes activities that increase core competencies that substantially contribute to an organization's ability to deliver effective HIV/AIDS primary medical care and health-related support services. The Ryan White Planning Council of the Dallas Area, which is the local planning body for Ryan White Title I funds, has determined that FY 2004 Title I MAI funds, in the amount of $20,000, should be used to provide capacity development to strengthen board recruitment, involvement, development, and retention among MAI funded providers.

Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White Title I funds. In accordance with the provisions of the Ryan White C.A.R.E. Act, the Administrative Agency is responsible for distributing these funds to eligible service providers in the Dallas EMA. Funds will be made available through a Request for Proposals (RFP) on September 7, 2004, with proposals being due on October 4, 2004, in order to select a provider capable of providing the capacity development as explained above. Submitted proposals will be reviewed and scored by an Internal Review Committee. DCHHS will review the initial recommendations from the Internal Review Committee and make final recommendations for the award of contracts to Commissioners Court on November 2, 2004.

Fiscal Impact
There will be no fiscal impact to Dallas County. Ryan White Title I MAI grant funds in the amount of $20,000 will be used to pay for the project.

Operational Impact
The Administrative Agency staff will be responsible for providing technical assistance to parties interested in submitting proposals. In addition, staff will be responsible for reviewing the initial recommendations of the Internal Review Committee and for making final recommendations to the Commissioners Court.

Legal Impact
The Commissioners Court must approve the Administrative Agency’s RFP (see attachment).
Recommendation
it is recommended that the Commissioners Court approve the Administrative Agency’s RFP to Provide Capacity Development to Providers of Minority AIDS Initiative (MAI) Funded Services as reflected in the attachment

RECOMMENDED BY: Zachary S. Thompson, Director, Health and Human Services

attachment
C: J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor
REQUEST FOR PROPOSALS

TO PROVIDE CAPACITY DEVELOPMENT TO PROVIDERS OF MINORITY AIDS INITIATIVE (MAI) FUNDED SERVICES

To Be Funded by the

FY 2004 RYAN WHITE TITLE I and TITLE I MAI GRANTS

Proposals Due:
October 4, 2004, 2:00 p.m.
No Exceptions

Proposals must be delivered during regular working hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, to:

Dallas County Purchasing Department
509 Main Street, Room 623
Dallas, Texas 75202
Telephone (214) 653-6795
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PART I: GENERAL INFORMATION

GENERAL INFORMATION PERTAINING TO PROPOSALS

1. Ambiguity, Conflict, or Other Errors in Request for Proposals (RFP). If a vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the vendor shall immediately notify the County of such error in writing and request modification or clarification of the document. A modification will be made by issuing an addendum. Written notice will be given to all parties who have been furnished the RFP without divulging the source of the request. If a vendor fails to notify the County prior to the date and time fixed for submission of proposal of an error or ambiguity in the RFP known to the vendor, or an error or ambiguity that reasonably should have been known to him, the vendor shall not be entitled to additional compensation or time by reason of the error/ambiguity or its late resolution. The County may also modify the RFP prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have received the RFP. All addenda will be numbered consecutively beginning with the number one (1).

2. Proposal Preparation Cost. Cost for developing proposals are entirely the responsibility of the vendors and shall not be chargeable to the County of Dallas.

3. Signature of Proposal. The cover sheet, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the vendor contractually. If the vendor is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

4. Delivery of Proposals. Please include one (1) original M/WBE Business Enterprise Specifications, one (1) original narrative, and eight (8) copies of the narrative (Please see Proposal Checklist, p. 25). Proposals must be delivered in a sealed package with the outside clearly marked “Response to Request for Proposal #2004-.” Late proposals will be returned to the bidder unopened. Dallas County will not be responsible for unmarked/improperly marked proposals or for proposals delivered to the wrong location. Proposals shall be delivered by 2:00 p.m., Monday, September 7, 2004, to:

   Dallas County Purchasing Department
   509 Main Street
   Room 623, Records Building
   Dallas, TX 75202

5. Bidder’s Conference. A Bidder’s Conference on how to complete the proposal will be held on Thursday, September 16, 2004, at 8:30 a.m. The meeting will be held at the Dallas County Health and Human Services building (2377 North Stemmons Freeway, Dallas, TX 75207) in the Hickman Conference Room.

6. Economy of Presentation. Proposals should not contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the questions in the RFP. Proposals must address the requirements set forth in the RFP in a concise and
clear manner. Proposals that do not address each criterion may be rejected and not considered.

7. **Proposal Obligation.** The contents of the proposal and any clarification thereto submitted by the successful vendor may become part of the contractual obligation and incorporated by reference into the ensuing contract.

8. **Implied Requirements.** Services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the vendor, shall be included in the proposal.

9. **Compliance with RFP Specifications.** The vendor’s response must coincide with the format of the RFP, as instructed, beginning with page one of the RFP.

10. **Withdrawal of Proposal.** A vendor may withdraw his proposal by submitting a written request for its withdrawal over the signature of an authorized individual as described in Sections 3 and 4 above, to the Purchasing Agent at any time prior to the submission deadline. The vendor may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, will not be considered if submitted after the deadline.

11. **Status/Disposition of Proposal.** All proposals become the property of the County and will not be returned to the vendor.

12. **Contractual Development.** The contents of the RFP and selected vendor’s proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the selected vendor must be amenable to inclusion in a contract of information provided (in writing) either in response to this RFP or subsequently during the selection processes.

13. **Indemnification.** To the fullest extent allowed by law, Contractor agrees to indemnify and hold harmless County, County Commissioners, County Judge, the County’s elected officials, director, employees, agents, and representatives (hereinafter referred to as “Indemnities”) against all claims, demands, actions, suits, losses, damages, liabilities, cost and/or expense of every kind and nature (including, but not limited to court cost, litigation expense, and attorneys fees), paying same as they accrue, and all recoverable interest thereon, incurred by or sought to be imposed on Indemnities because of injury (including death) or damage to property (whether real, personal, or inchoate), arising out of or in any way related (whether directly or indirectly, causally, or otherwise) to: 1) the performance of, attempted performance of, or failure to perform, operation or work under this Contract by Indemnities, Contractor, its subcontractors and/or any other person or entity; 2) the condition of the real property, including any improvements, on which said operations or work are being performed; 3) the selection, provision, use or failure to use, by any person or entity, of any tools, supplies, materials, equipment, or vehicles (whether owned or supplied by County, Contractor, or any other person or entity) in connection with said work or operations; or 4) the presence on County real property, including any improvements located thereon, of Contractor, its subcontractors, employees, suppliers, vendors or any other person acting on behalf of Contractor. This indemnification shall apply, whether or not any such injury or
damage has been, or is alleged to have been caused in whole or part on any theory of liability, including negligence, intentional wrong doing, strict product liability or breach of non-delegated duty. Contractor further agrees to defend (at the election of any Indemnity) against any claim, demand, action or suit for which indemnification is provided.

14. Collusion. The successful vendor may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. However, this paragraph does not preclude two or more suppliers of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

15. Monetary Restitution. In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, Dallas County reserves the right to seek monetary restitution (to include but not be limited to withholding of money owed) from the Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated vendor’s rate and new company’s rate) beginning the date of vendor’s termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney’s fees and cost of suit from the Contractor.

16. Venue. The construction, interpretation, and enforcement of this agreement shall be governed by the laws of the State of Texas, and exclusive venue shall be in Dallas County, Texas.

17. Conflict of Interest. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, expressed or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the Contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.

18. Litigation. Any bidder/applicant who is currently involved, either directly or indirectly with any litigation against or involving Dallas County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

19. Duration of Agreement. The duration of this agreement shall be for a four (4) month period beginning November 1, 2004.

20. Policy for Selection of Applicant. The proposals submitted will be based on competence and qualifications for the services to be performed at fair and reasonable prices. The overall selection will be evaluated on the criteria as outlined in Appendix I.

22. Commercial General Liability Insurance, including Contractual Liability Insurance. All funded agencies will be required to obtain commercial general liability insurance coverage for the following: 1) Premises Operations; 2) Independent Contractors or Consultants; 3) Products/Completed Operations; 4) Personal Injury; 5) Contractual Liability; 6) Explosion, Collapse and Underground; 7) Broad Form Property Damage, to include fire legal liability. Such insurance shall carry limits of One Hundred Thousand and 00/100 Dollars ($100,000.00) for bodily injury and property damage per occurrence with a general aggregate of Three Hundred Thousand and 00/100 Dollars ($300,000.00) and products and completed operations aggregate of One Hundred Thousand and 00/100 Dollars ($100,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications. This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier’s right of recovery under subrogation or otherwise from the County.

23. Compliance. All vendors that submit proposals must ensure that they are compliant with the Ryan White CARE Act, applicable Code of Federal Regulations (especially 24 CFR 574), applicable Office of Management and Budget Circulars (especially OMB Circulars 87, 110, 122, and 133), General Provisions for Texas Department of Health Contracts, Uniform Grants Management Standards, and related policies. All applicants must read and understand the aforementioned grant regulations and standards as well as the assurances listed below. If applicants need to review any of the aforementioned grant regulations, please contact Jeff Jordan at (214) 819-1842.

24. Directions to Purchasing Department. The RFP to Provide Capacity Development Training to Providers of MAI-Funded Services will be distributed through the Dallas County Purchasing Department. The RFP will be available for pickup beginning Monday September 7, 2004, at 8:00 a.m. Ask for RFP # 2004-. The proposals are due back to the Purchasing Department no later than 2:00 p.m., October 4, 2004 (Please refer to Proposal Time Line, p. 8). The Purchasing Department is located on the sixth floor of the Records Building, which is bordered by Elm Street on the north, Houston Street on the west, and Main Street on the south. Enter the Records Building from the Main Street entrance, and take the elevators in the lobby to the sixth floor. Follow the signs to the Purchasing Department, Room 623.

Dallas County Purchasing Department
Records Building, 509 Main Street
6th Floor, Room 623, 8:00 a.m. to 4:30 p.m.
Dallas, TX 75202
(214) 653-6795

6 – RFP to Provide Capacity Development to Providers of MAI-Funded Services
7 – RFP to Provide Capacity Development to Providers of MAI-Funded Services
BACKGROUND INFORMATION ON MAI CAPACITY DEVELOPMENT

This document is provided to assist vendors in applying for the RFP to Provide Capacity Development to Providers of MAI-Funded Services. Ryan White Title I and Ryan White Title I MAI grant funds are awarded by the Health Resources and Services Administration (HRSA) to provide HIV-related health and social services to persons living with HIV/AIDS (PLWH/A). Title I MAI funds are specifically targeted to minority community-based organizations in order to reduce HIV related health disparities and improve health outcomes for HIV infected minorities.

Locally, this grant is administered by Dallas County Health and Human Services (DCHHS) to pay for services within a multi-county service delivery area. The service delivery area is called an Eligible Metropolitan Area (EMA), and includes the eight counties of Collin, Dallas, Denton, Ellis, Henderson, Hunt, Kaufman, and Rockwall. A local planning body, the Ryan White Planning Council (RWPC) prioritizes and allocates the grant funds to services that meet the needs.

In preparing applications for DCHHS, vendors should consider the following four guiding principles identified by HRSA as having significant implications for HIV/AIDS care services and treatment, which include:

- Revising care systems and programs to meet the emerging needs of the HIV/AIDS epidemic;
- Ensuring access to quality HIV/AIDS care;
- Coordinating CARE Act services with other health-care delivery systems; and
- Evaluating the impact of CARE Act funds and making needed improvements.

Ryan White Title I MAI funds are expected to improve and develop the capacity of organizations to deliver HIV-related treatment and supportive services within communities of color, that are both culturally and linguistically appropriate to individuals living with HIV/AIDS.

Ryan White Title I MAI program support funds may be used for capacity development activities that increase core competencies that substantially contribute to an organization’s ability to deliver effective HIV/AIDS primary medical care and health-related support services. For a more thorough explanation of capacity development and services requested in this RFP, please see Part II, page 18.

Grant funds are allocated to individual service providers through a combination of competitive and non-competitive bidding processes administered by the DCHHS Grants Management Division. Awards can be made to public or nonprofit entities, or to “for-profit” entities if such entities are the only available providers of quality HIV care in the area. If the applicant is a “for-profit” organization, the applicant must demonstrate that no profit is made from these funds, in accordance with, ”Grants to For-Profit Organizations”, of the Public Service Grants Policy Statement.

Part I of this guidance contains general information pertaining to the proposals, background information on the available grants, the time line for proposal submission and award, and the general requirements of applicants.

8 – RFP to Provide Capacity Development to Providers of MAI-Funded Services
Part II of this guidance contains detailed instructions on the Vendor Profile Requirements and Minority/Women Business Enterprise (M/WBE) Specifications. **It is mandatory that agencies complete this section to qualify for a contract award.**

Part III of this guidance contains detailed information on how to complete the Proposal Application. The Proposal Application includes the following: explanation of capacity development and requested services, reporting requirements, funding availability, a description of the selection process; an outline of the grievance procedure, and a detail of the required format and proposal guidelines.

Part IV of this guidance provides attachments that must be submitted with the proposal, along with the attachment instructions. This section provides a coversheet, proposal checklist, and instructions for required budget formats.

Part V of this guidance provides an appendix, which contains a variety of information that may be helpful to agencies submitting proposals, such as: a sample score sheet; definitions and acronyms; and a sample contract.

**TIME LINE FOR PROPOSAL SUBMISSION AND AWARD**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
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<tbody>
<tr>
<td>Monday, August 30, 2004</td>
<td>RFP newspaper advertisement</td>
</tr>
<tr>
<td>Monday, September 6, 2004</td>
<td>Labor Day Holiday – County offices closed</td>
</tr>
<tr>
<td>Monday, September 7, 2004</td>
<td>RFPs available for pickup at Dallas County Purchasing Department</td>
</tr>
<tr>
<td>Thursday, September 16, 2004</td>
<td>Bidder's Conference on RFP, 8:30 a.m., DCHHS Hickman Conference Room</td>
</tr>
<tr>
<td>Monday, October 4, 2004</td>
<td>Deadline for proposal receipt at the Dallas County Purchasing Department, 2:00 p.m.</td>
</tr>
<tr>
<td>Friday, October 8, 2004</td>
<td>Announcement of proposal scores and award recommendations, 4:00 p.m.</td>
</tr>
<tr>
<td>Tuesday, November 2, 2004</td>
<td>Contracts placed on Commissioners Court docket</td>
</tr>
<tr>
<td>Tuesday, November 9, 2003</td>
<td>Contracts court-ordered by Commissioners Court</td>
</tr>
<tr>
<td>Monday, March 10, 2003</td>
<td>Final Billing Due from Contractor</td>
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**GENERAL REQUIREMENTS OF APPLICANTS**

All applicants that apply for these grant funds must ensure that their agency is compliant with the Ryan White CARE Act, applicable Code of Federal Regulations (especially 24 CFR 574), applicable Office of Management and Budget Circulars (especially OMB Circulars 87, 110, 122, and 133), Uniform Grants Management Standards, and related policies. All applicants must read and understand the aforementioned grant regulations as well as the assurances listed below. If applicants need to review any of the aforementioned grant regulations, please contact Jeff Jordan at (214) 819-1842 (see page 24 for full address information).
Indemnity and Bonding
Applicants who receive a funding award will be independent contractors with Dallas County, and must meet indemnity and bonding provisions as outlined in the DCHHS contract. Dallas County must be listed as an additional insured on the policy. A sample contract is provided in Appendix 3 of this document.

Allowable Use of Funds
Grant funds may be used for personnel, fringe benefits, staff travel, supplies, contractual services, and other direct and indirect costs. Reimbursement of administrative activities/expenses in support of a contract shall be limited to 10% of the total value of the contract. All budget requests are subject to negotiation. Applicants are required to adhere to Federal principles for determining allowable costs. Such costs are determined in accordance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.

Ineligible Uses of Grant Funds
Ryan White Grant funds may not be used for the following:
- To make cash payments directly to intended recipients of services;
- To purchase, construct, or permanently improve (other than minor remodeling) any building, or other facility;
- Funeral, burial, cremation, or related expenses;
- Criminal defense or for class action suits unrelated to access to services eligible for funding under the CARE Act;
- Direct maintenance expenses of privately owned vehicles or other costs associated with a vehicle that is operated outside of program purposes;
- To pay local or State personal property taxes;
- To pay for off-premise social/recreational activities;
- To pay for syringe exchange programs;
- To support employment, vocational rehabilitation, or employment-readiness services;
- To reimburse charges which are billable to third party payers (e.g., private health insurance, prepaid health plans, Medicaid, and Medicare);
- Outreach activities that exclusively promote HIV prevention education; or
- To purchase condoms.

Financial Reporting
Subcontractors may be reimbursed for eligible expenses incurred by submitting a billing invoice.
PART II: VENDOR PROFILE AND M/WBE SPECIFICATIONS

VENDOR PROFILE REQUIREMENT
The following information is NOT REQUIRED TO BE SUBMITTED WITH THIS PROPOSAL. However, up-to-date versions of the following information must be filed with the DCHHS Grants Management Division by October 4, 2004:

- A copy of the agency’s Articles of Incorporation;
- A copy of the IRS letter confirming non-profit status as a 501(c)(3) organization;
- A dated copy of the agency’s Mission Statement;
- A dated list of the agency’s governing body, including name, mailing address, phone and fax number, and elected position (e.g., President, Vice President, etc.);
- An updated agency organization chart;
- An up-to-date copy of the agency’s Certificate of Liability Insurance, including proof of fidelity bond coverage.

Copies of the above items should be sent to the following address:

Dallas County Health and Human Services
HIV Grants Management Division
2377 North Stemmons Freeway, Suite 200, LB-16
Dallas, Texas 75207-2710
Attention: Jeff Jordan

MINORITY/WOMEN BUSINESS SPECIFICATIONS AND FORMS
This section (See attached forms.) must be completed by all agencies submitting proposals. Applicants that utilize certified minority and women business enterprises in the conduct of the program will be allocated additional points. This section of the proposal is evaluated and scored by the staff of the Dallas County Minority and Women Business Enterprise (M/WBE) Office – as is required by Dallas County policy. Nonprofit organizations may obtain a total of (9) points, while for-profit organizations may obtain a total of fifteen (15) points (which is the maximum amount possible). Please submit one (1) stand-alone, three-hole punched original of the updated/revised documents to the Dallas County Purchasing Department.

Questions concerning this section should be directed to:

Mr. Irvin R. Hicks
Minority Business Officer
Minority & Women Business Enterprises
Phone: (214) 653-6018
Fax: (214) 653-7449
MINORITY/WOMEN BUSINESS SPECIFICATIONS FOR BIDS/RFPs

I. POLICY STATEMENT Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority 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, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate "yardstick" in contractor, subcontractor, 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.

II. REQUIREMENT OF ALL BIDDERS 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:

Check upon completion (forms attached):

[ ] 1. Compliance with Dallas County's Good Faith Effort Policy.

[ ] 2. MBE/WBE Participation Report Form.

[ ] 3. A Letter of Assurance A or a Letter of Assurance B.

[ ] 4. MBE/WBE Identification.

[ ] 5. Vendor Statistical Report (must also be submitted on subcontractors with 20% or more of the work).

[ ] 6. Dallas County M/WBE Payment Report.

Note

In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

filename: c:/mwbemwbewb99.wpd

12 – RFP to Provide Capacity Development to Providers of MAI-Funded Services
RFP # 2004-
1. GOOD FAITH EFFORT

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 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. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.

3. 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).

4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.

5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.

6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor’s groups, local, state and federal small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: ____________________________

Printed Name: ____________________________

Title: ____________________________

Date: ____________________________
### 2. MBE/WBE PARTICIPATION REPORT

**PROJECT NUMBER**

**PROJECT TITLE**

**Total Amount of Your Bid $**
(The amount above should equal the total amount as shown on the bid sheet)

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

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

[ ] No MBE/WBE's Added:  Please Explain: ___________________________________________________________

__________________________________________________________

**COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.**

**NAME OF YOUR BUSINESS:**  

**ADDRESS:**  

**PHONE#:**  

__________________________  

__________________________  

___________   

Printed Name Of Preparer  Signature  Title  Date

14 – RFP to Provide Capacity Development to Providers of MAI-Funded Services
[3.]
LETTERS OF ASSURANCE

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County Minority and Women-Owned Business Enterprises in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

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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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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 demonstrated that it is our normal business practice to do so. or

[ ] without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

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<td>(Complete this section only if you're not planning to use the services of a certified vendor)</td>
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NOTE: Each proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

[4.]
PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:
[ ] is, [ ] is not a minority-owned business, NCTRCA* #

Women Business Enterprise (WBE) - The bidder/proposer represents that it:
[ ] is, [ ] is not a women-owned business, NCTRCA* #

*NCTRCA = North Central Texas Regional Certification (must be certified, by)
### Dallas County Vendor Statistical Report

**Principle performers >10% of initiative**

**Permanent Full-Time Employment**

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- CHECK ONE:
  - Minority-Owned Firm Certification #
  - Women-Owned Firm Certification #
  - Non-Minority Owned Firm

**Signature**

- Issued by NCTRCA
- Signature/Date:
- Typed Name and Title:

---

16 - RFP to Provide Capacity Development to Providers of MAI-Funded Services
Officials and Managers - Occupations requiring administrative/managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates 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 scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-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, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, 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 (incl.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 machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern/model makers, stationary engineers, tailors, traitoresses, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled) - Workers who operate machine or processing g 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, chauffeurs, delivery workers, sewers and stitches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, 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 packages, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training, performs elementary duties that may be learned in a few days and requires the application of little or no independent judgement. Includes: garage laborers, car washers and greasers, groundskeeper and gardeners, farm workers, stevedores, wood choppers, 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 aids, and orderlies), barbers, char-workers and cleaners, cooks counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

On-the-Job Trainees:
Production - Persons engaged in formal training for craft worker -- when no 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 MBE/WBE PAYMENT REPORT

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Invoice#</th>
<th>Work Order Date</th>
<th>Job #</th>
</tr>
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</table>

Prime/General Contractor

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

<table>
<thead>
<tr>
<th>Name of MBE/WBE</th>
<th>Planned Amount</th>
<th>Planned %</th>
<th>Amount of Invoice</th>
<th>Amt Paid to Date</th>
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Note:
This form must be completed and submitted with each payment request.
Any (significant) deviation from planned should include 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 Mgr          Date

- 18 - RFP to Provide Capacity Development Training to Providers of MAI-Funded Services
PART III: PROPOSAL APPLICATION

EXPLANATION OF CAPACITY DEVELOPMENT AND REQUESTED SERVICES

HRSA defines capacity development as "activities that increase core competencies that substantially contribute to an organization's ability to deliver effective HIV/AIDS primary medical care and health-related support services". Capacity development should increase access to the HIV/AIDS services system and reduce disparities in care among underserved people living with HIV/AIDS in the EMA.

There are currently five Ryan White Title I MAI funded providers in the Dallas EMA, which are funded for seven different service categories, including: primary medical care, medical case management, substance abuse services, mental health counseling, comprehensive case management, and client advocacy. DCHHS must ensure the quantity, quality, and cost effectiveness of MAI funded primary medical care, and the ability of MAI funded providers to sustain the resource base necessary to support their core competencies.

The Ryan White Planning Council, which is the local planning body for Ryan White Title I services, has determined that the FY 2004 program support dollars will be used to provide capacity development to strengthen board recruitment, involvement, development, and retention among MAI funded providers.

The intent of the project is to build an on-going capacity building program for providers of HIV-related services that will focus on performance improvement and enhancing the organizational structures and processes that affect client care.

Applicants are expected to demonstrate competence in the following areas:
- development of a method to evaluate the existing strengths and weaknesses within the boards of the five individuals MAI providers;
- development and delivery of proven and widely accepted coaching and training strategies for group and individual agency trainings, workshops, or retreats;
- development of an evaluation plan to measure progress towards intended goals of the project;
- development of a long term and on-going capacity development program that will continuously evaluate and enhance organizational structures and processes.

REPORTING REQUIREMENTS

The applicant selected to provide the services will be contractually required to submit a final, detailed summary of all activities completed during the project period and a long-term capacity development plan. These documents are due by March 10, 2005.

FUNDING AVAILABILITY

The maximum amount available under this RFP is $20,000. Payments will be made based on confirmation that the services requested in this RFP have actually been provided.
BIDDERS CONFERENCE

A bidders conference to provide information on the RFP and the process of completing will be held Thursday, September 16, at 8:30 a.m. in the Hickman Conference Room of the Dallas County office building located at 2377 North Stemmons Freeway. Staff will be available to explain the application process and answer any questions during and after the conference. Administrative Agency staff cannot assist applicants in the actual preparation of proposals, including providing advice on the amount of funds to request. For additional information about this RFP, contact:

Jeff Jordan, Grants Management Officer
Dallas County Health and Human Services
2377 North Stemmons Freeway, Suite 200, LB-16
Dallas, Texas 75207-2710
(214) 819-1842
jejordan@dallascounty.org

PROPOSAL REVIEW, GRIEVANCE PROCESS, AND FINAL APPROVAL

The one original and eight copies of each proposed program are distributed as follows: one original to Dallas County Purchasing Department; one copy to DCHHS; one copy to Dallas County Auditors Department; and six copies to the Internal Review Committee (IRC). Each proposal is reviewed by the IRC, whose members are appointed by the Administrative Agency. The IRC does not conduct interviews with applicants. If a reviewer requests clarification regarding a proposal, this request is made to the Administrative Agency. The Administrative Agency staff notifies the applicant of the request for clarification. The applicant's statement of clarification is then returned to the Administrative Agency staff who forwards this written response to the reviewer. The results of the scoring are available to all applicants upon request. Scores and award recommendations will be available from the DCHHS Grants Management Division on Friday, October 8, 2004.

Proposal Review
The IRC will make recommendations to the Administrative Agency for the award of funds to specific service providers. The recommendation will be based on the vendor that achieves the highest average score on the IRC's finalized score-sheet (See Appendix 1). If there is a tie, preference will be given to the vendor with the lowest bid. If the tying vendors have the same bid amount, preference will be given to the vendor that achieved the highest median score on the IRC's score-sheet.

Grievance Process Overview
All grievances regarding funding decisions must follow established, written procedures set out in the Dallas County Health and Human Services Administrative Agency Grievance Procedure. The Administrative Agency will make all reasonable efforts to prevent situations regarding funding decisions that could result in a grievance.

When an entity is directly affected by the outcome of a funding decision, the Administrative Agency will explain its decision-making rationale in an effort to resolve a disagreement at an early, informal stage. It is expected that entities who have a disagreement regarding the funding decision process will identify the situation and notify the Administrative Agency's Assistant Director of Client Services and Grants Compliance at the earliest opportunity. The Assistant Director of Client Services and Grants Compliance shall attempt to informally resolve disputes by providing appropriate information or statements to entities dissatisfied with funding decisions. The grievant is expected to cooperate in
good faith with the Administrative Agency in efforts to resolve a disagreement before formal grievance procedures are pursued. Entities that are unable to resolve a disagreement by informal dispute resolution techniques may initiate the formal, structured grievance process. For a copy of the *Dallas County Health and Human Services Administrative Agency Grievance Procedure*, please contact the Grants Management Division at:

Dallas County Health and Human Services  
HIV Grants Management Division  
2377 North Stemmons Freeway, Suite 200, LB-16  
Dallas, Texas 75207-2710  
(214) 819-1849

**Final Approval**  
The Dallas County Commissioners Court has appointed DCHHS as the Administrative Agency for Ryan White Title I and II grant funds. After the IRC makes the award recommendation to DCHHS, the latter is responsible for presenting preliminary award recommendations for approval by the Dallas County Commissioners Court. The Dallas County Commissioners Court, as the grant recipient, has final authority over award decisions relating to the distribution of the Ryan White Title I and II grant funds.

**Contracts**  
The selected service provider will enter into a contract with DCHHS, and DCHHS is responsible for monitoring the programmatic and fiscal activities of the contracted agency. Invoices will be submitted to DCHHS in an agreed-upon format. Individual checks or, when available and approved by DCHHS, direct deposit reimbursements are made payable to the service provider or its bank account. Reimbursements are available to providers approximately thirty (30) days after the date of invoice submission.
PROPOSAL GUIDELINES

Format
Please prepare the proposal in the same order as follows, using the headings as described. Proposals must conform to the following writing guidelines:

- Written in English;
- Use 8 1/2 x 11 inch white paper;
- One (1) inch margins on all sides, except for pre-printed forms provided by DCHHS;
- Type set in no less than twelve (12) points of a normal text font;
- Text spacing must be at least 1 1/2 lines or larger, with the exception of the abstract;
- Pages printed on one side only;
- Use three-hole punched paper but do not submit bound copies;
- Beginning with Section III, number all pages consecutively, including attachments and appendices;
- Do not include oversized pages or attachments, audio/video tapes, etc.;
- Submit one (1) M/WBE packet; and
- Submit one (1) original and eight (8) copies of Sections I-V.

The competitive portion of the proposal for Ryan White Title I grant program support funds must contain information organized as follows. Please note the point distribution.

| I. | Coversheet                        |
| II. | Proposal Checklist                |
| III. | Agency Abstract                   |
| IV. | Narrative                         | Points |
|     | A. – Qualifications                 | 15     |
|     | B. – Project Description            |
|     | B.1) – Project Overview             | 5      |
|     | B.2) – Assessment of Existing Needs | 15     |
|     | B.3) – Consultation and Action Planning | 10     |
|     | B.4) – Coaching and Training        | 15     |
|     | C. – Evaluation of Short Term Goals | 10     |
|     | D. – Long Term Plan                 | 10     |
|     | E. – Proposed Costs                 | 5      |
| V.  | Appendices                         |

TOTAL (Competitive Portion) 85

M/WBE 15

TOTAL (Competitive Portion + M/WBE) 100

I. Coversheet – one (1) page. See Part IV, page 24 of this RFP.

II. Proposal Checklist – two (2) pages. See Part IV, page 25 of this RFP.

III. Agency Abstract – one (1) page. Submit a brief, one page overview of all services provided by your agency. The abstract may be single-spaced.
IV. **Narrative** – not to exceed twenty-five (25) pages. Applicants must follow the outline below when preparing narratives. Please organize the requested information with the appropriate number or letter as listed below.

**A. Qualifications** (15 Points) – This section should describe the qualifications of the applicant. Please provide, at a minimum, the following information.

1) Describe the capability of the applicant agency, its history of providing services, and its experience with projects similar to the one outlined in this RFP.

2) Describe the expertise and qualifications of key personnel that would be involved with providing services under this RFP.

3) Describe the resources that are available (e.g., facilities, equipment, etc.) for the applicant.

**B. Project Description** (45 points)

1) **Project Overview** (5 points) - Applicant should provide a summary of the project proposal. This section should include a description of goals and objectives of the capacity development project and the development and implementation of measures to determine progress towards attaining goals and objectives.

2) **Assessment of Existing Capacity Needs** (15 points) - This section should include a description of the applicant's plan to create and conduct a survey or assessment of the existing needs of the agencies' boards of directors. This assessment should be based on widely accepted and proven best practices of successful non-profit boards.

3) **Consultation and Action Plans** (10 points) - Applicant should describe how the results of the assessment process will be used to develop system-wide and individual agency action plans. Include a description of how applicant will conduct consultation with the agencies to ensure the action plans meet the needs, schedules, and goals of the agencies and their respective board members.

4) **Coaching and Training** (15 points) - This section should describe the strategies for providing coaching, training, and technical assistance to the agencies' management staff and board members. Strategies may include one-on-one training, group workshops, board retreats, and/or use of written materials. Include a description of expected time commitment from agencies and their board members for the coaching activities. If written materials are to be used in training, indicate the potential sources for such information or curricula.

**C. Evaluation of Short Term Objectives** (10 points) - A description of the final outcome evaluation plan may include the use of interviews, surveys, and/or case studies of the organizations that have participated in MAI capacity-building activities to ascertain changes in organizational capacity.

**D. Long Term Plans** (10 points) - The applicant should briefly address plans to implement a larger scale, long term capacity development project, if the contract with awarded vendor is renewed *(see contract shell, page 3, regarding contract renewal options.)*

**E. Proposed Cost** – (5 points) This section should outline the proposed cost for services provided under this RFP. The applicant is required to submit a detailed budget narrative with specific, proposed costs in Attachments A. Instructions for the budget narrative are provided in Part IV of this RFP.
V. **Appendices** – Include any other pertinent information that further demonstrates the agency’s ability to perform this service (e.g., resumes of staff, maps, examples of forms, etc.).

**PART IV: REQUIRED ATTACHMENTS AND INSTRUCTIONS**

Applicants needing assistance with preparing responses to any of the attachments should contact the grants manager:

Shelia Cross Fisher  
2377 North Stemmons Freeway, Suite 200  
Dallas, Texas 75207-2710  
(214) 819-1814
INSERT PROPOSAL CHECKLIST
INSTRUCTIONS FOR ATTACHMENT A:
BUDGET NARRATIVE JUSTIFICATION

Attachment A provides the necessary justification for personnel and non-personnel itemized expenses and should answer the basic question of who is doing what and why. Please use the following format to organize your budget narrative justification.

AGENCY NAME
BUDGET JUSTIFICATION
ATTACHMENT A

A. PERSONNEL

(TOTAL $ AMOUNT FOR SECTION A)

Job title and name of incumbent or vacant.

List all professional staff who will be associated with the delivery of the services outlined in this RFP. For each professional staff, provide the name, job title, and a description of the duties. If the position is vacant, list as vacant, and indicate the anticipated date of hire for the position.

Example:

In our example, J. Smith is the project director.

A) Project Director, (J. Smith) $4,500
   Number of hours:
   Hourly Rate:
   Total:

   Job Duties: Provide a brief description of J. Smith’s duties that delineate job responsibilities only.

B. TRAVEL

(TOTAL $ AMOUNT OF SECTION C)

All travel must directly benefit and be specific to the work supported by the grant. List all travel anticipated to occur during the budget/contract period; be specific about who will travel, where, when, and why the travel is necessary.

Example:

C) Travel $408

Mileage for the project director’s travel to the capacity development training ($0.34/mile * 100 miles/ month * 12 months = $408)
C. SUPPLIES

List costs for materials and supplies used by staff to carry out routine tasks. A general description of the type of items classified as supplies must be provided. Computer software should be included in this category.

Example:

E) Supplies $200

Office supplies include such items as computer paper, computer ribbons, file folders, pens.

Office Supplies $200
Total $200

D. CONTRACTUAL

List subcontracts for professional services. Provide the following information for subcontracts used in each service:

Name of Subcontractor:
Amount of Subcontract:
Method of Selection (Competitive Bid, RFP, Sole Source, etc.):
Period of Performance:
Description of Activities (Describe in 100 words or less.):
Target Population Served:

Note: All providers must use this format for contractual line-items. Also, subcontracts must be approved by the Administrative Agency. A copy of the contract agreement must be provided by the time the contract period begins.

E. OTHER COSTS

All cost items not identified and explained in the above categories should be explained and fully itemized here. A cost and descriptive justification for each item listed must be provided. Be specific in describing each item listed in terms of what it is, who will benefit, and why it is necessary. Some of the expenditures that should be budgeted in this category include:

a. Telephone – portion of the telephone expense for the receptionist – $500
b. Postage – portion of expense for sending materials and mailing other information – $450
c. Rent – portion of building expense – $1,200
d. Utilities – portion of utility expense – $800
e. Insurance – portion of insurance expense for general liability and fidelity bond insurance coverage to provide insurance coverage – $1,000

F. TOTAL COSTS

28 – RFP to Provide Capacity Development to Providers of MAI-Funded Services
PART V: APPENDIX INFORMATION

APPENDIX 1: SCORE SHEET

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<thead>
<tr>
<th>Service Category:</th>
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<tr>
<td>Agency Name:</td>
<td>TOTAL SCORE:</td>
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Score each section accordingly and provide any further comments below in the section provided. PLEASE INCLUDE COMMENTS on both strengths and weaknesses of the section rated. If you need more space for your written comments, please attach a piece of paper containing the additional remarks. When completed, please fax to (214) 819-6023.

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<td>3</td>
<td>Description of resources available</td>
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APPENDIX 2: HIV/AIDS-RELATED DEFINITIONS AND ACRONYMS

ACTG (AIDS Clinical Trials Group): A network of medical centers around the country in which federally funded clinical trials are conducted to test the safety and efficacy of experimental treatments for AIDS and HIV infection; studies funded by the National Institute of Allergy and Infectious Diseases (NIAID).

ADAP (AIDS Drug Assistance Program): A program authorized and primarily funded under Title II of the CARE Act that is administered by State agencies for providing FDA-approved medications to low-income individuals with HIV disease who have limited or no coverage from private insurance or Medicaid.

Administrative Agency or Fiscal Agent: Organization, agent, or other entity (e.g., public health department, community-based organization) that assists a grantee in carrying out administrative activities (i.e., disbursing program funds, developing reimbursement and accounting systems, developing Requests for Proposals [RFPs], monitoring contracts, etc.). Not all grantees use a separate administrative or fiscal agent.

AETC (AIDS Education and Training Center): Regional centers providing education and training for primary care professionals and other AIDS-related personnel; authorized under Part F of the CARE Act and administered by HRSA's Division of Training and Technical Assistance (DTTA).

AIDS (Acquired Immunodeficiency Syndrome): Disease caused by the human immunodeficiency virus (HIV).

ASO (AIDS Service Organization): An organization that provides medical or support services primarily or exclusively to populations infected with and affected by HIV disease.

CADR (CARE Act Data Report): One component of the Uniform Reporting System (URS), the primary national data collection system for Title I and Title II; a provider-based report generating aggregate client, provider, and service data for each State and EMA; information is reported on all clients who receive at least one service during the reporting period; CADR data may be submitted to HRSA in electronic format or on optical character recognition forms.

CARE Act (Ryan White Comprehensive AIDS Resources Emergency Act): The federal legislation created to address the health care and service needs of people living with HIV disease and their families in the United States and its territories; enacted in 1990 and re-authorized in 1996 and 2000.

CBO (Community-Based Organization): An organization that provides services to locally defined populations, which may or may not include populations infected with or affected by HIV disease.

CDC (Centers for Disease Control and Prevention): The Federal agency within the U.S. Department of Health and Human Services that administers HIV/AIDS prevention programs, including the HIV Prevention Community Planning process, among other programs; responsible for monitoring and reporting of infectious diseases; administers AIDS surveillance grants and publishes epidemiological reports such as the HIV/AIDS Surveillance Report.

CD4: One of two protein structures on the surface of a human cell that allows HIV to attach, enter, and thus infect a cell. CD4 molecules are present on "CD4 cells" (helper T-lymphocytes), macrophages, and dendritic cells, among others. Normally, CD4 acts as an accessory molecule, forming part of larger structures (such as the T-cell receptor) through which T-cells and other cells signal each other. In particular, it participates in the interaction between helper T-cells and the MHC (Major Histocompatibility Complex) class II molecules on antigen presenting cells.

CD4 Cell Count: The most commonly used surrogate marker for assessing the state of the immune system. As CD4 cell count declines, the risk of developing opportunistic infections increases. The normal range for CD4 cell counts is 500 to 1500 per cubic millimeter of blood. CD4 counts should be rechecked at least every six to 12 months if CD4 counts are greater than 500/mm3. If the count is lower, testing every three months is advised.

CEO (Chief Elected Official): The official recipient of Title I CARE Act funds within the EMA, usually the city mayor, county executive, or chair of the county board of supervisors. The CEO is ultimately responsible for
administering all aspects of the CARE Act in the EMA and ensuring that all legal requirements are met. In EMAs with more than one political jurisdiction, the recipient of Title I CARE Act funds is the CEO of the city or urban county that administers the public health agency that provides outpatient and ambulatory services to the greatest number of people with AIDS in the EMA.

**CIF (Common Intake Form):** A form designed for the gathering of specific patient/client information. All funded service providers are required to complete at least Part A of the CIF, for their patients/clients.

**Comorbidity:** One or more additional conditions which a PLWH may have. The following comorbidities are specifically cited in the CARE Act: tuberculosis; substance abuse; severe mental illness; homelessness; sexually transmitted diseases.

**COMPIS (CD4 Online Management and Patient Information System):** HIV/AIDS patient/client data tracking system used by the State of Texas.

**Comprehensive Planning:** The process of determining the organization and delivery of HIV services; Strategy used by a planning body to improve decision making about services and maintain a continuum of care for PLWH.

**Consortium:** A regional or Statewide planning entity established by many State grantees under Title II of the CARE Act to plan and sometimes administer Title II services; an association of health care and support service providers that develops and delivers services for PLWH under Title II of the CARE Act.

**Continuum of Care:** A coordinated delivery system, encompassing a comprehensive range of services needed by individuals or families with HIV infection, to meet their health care and psycho social service needs throughout all stages of illness.

**Cost Corridor:** A calculated cost range, based on unit cost, for a given service category. For example, applying 10%, plus or minus, to a unit cost of $100 produces a cost corridor of $90-$110. Service provider’s budgets for each proposed service must fall within the cost corridor for that service.

**Dallas County Commissioner’s Court:** The Dallas County political body who has final authority over award decisions relating to the distribution of funds.

**DCBP (Division of Community Based Programs):** The division within HRSA’s HIV/AIDS Bureau that is responsible for administering Title III, Title IV, and the HIV/AIDS Dental Reimbursement Program.

**DCHHS (Dallas County Health and Human Services):** The Dallas County governmental agency which serves as the Administrative Agent regarding the disbursement of HIV funds from public sources. (See “Administrative or Fiscal Agent”)

**DSS (Division of Service Systems):** The division within HRSA’s HIV/AIDS Bureau that is responsible for administering Title I and Title II (including the AIDS Drug Assistance Program [ADAP]).

**DTTA (Division of Training and Technical Assistance):** The division within HRSA’s HIV/AIDS Bureau that is responsible for administering the AIDS Education and Training Centers (AETC) Program and technical assistance and training activities of the HIV/AIDS Bureau.

**Documentation:** Written documents, records, or references supplied in response to a specific request.

**EIS (Early Intervention Services):** Counseling, testing, and referral activities designed to bring HIV-positive individuals into the local HIV continuum of care.

**ELISA (Enzyme-Linked Immunosorbent Assay):** The most common test used to detect the presence of HIV antibodies in the blood, which are indicative of ongoing HIV infection. A positive ELISA test result must be confirmed by another test called a Western Blot.
EMA (Eligible Metropolitan Area): The geographic area eligible to receive Title I CARE Act funds. The boundaries of the metropolitan area are defined by the Census Bureau. Eligibility is determined by AIDS cases reported to the Centers for Disease Control and Prevention (CDC). Some EMAs include just one city and others are composed of several cities and/or counties; some EMAs extend over more than one State. The Dallas EMA consists of Collin, Dallas, Denton, Ellis, Henderson, Hunt, Kaufman, and Rockwall Counties.

EMSA (Eligible Metropolitan Statistical Area): A defined, geographic area that is eligible to receive HOPWA funds.

Epidemic: The spread of an infectious disease through a population or geographic area.

Epidemiology: The branch of medical science that studies the incidence, distribution, and control of disease in a population.

External Review Committee: A committee whose members are appointed by the Administrative Agency from among individuals with expertise in HIV services provision, including non-conflicted members of the HSPC and Consortium. Each proposal that is submitted in response to a RFP is subject to review by this committee.

FDA (Food and Drug Administration): The public health service agency responsible for ensuring the safety and effectiveness of drugs, biologics, vaccines, and medical devices used in the diagnosis, treatment, and prevention of HIV disease. The FDA also works with the blood-banking industry to safeguard the nation’s blood supply.

FSR (Financial Status Report - Form 269): A report that is required to be submitted within 90 days after the end of the budget period that serves as documentation of the financial status of grants according to the official accounting records of the grantee organization.

Fiscal Auditor: An Administrative Agency staff person who provides oversight and analysis of the financial records of funded service providers. The auditor conducts annual, on-site financial audits.

Grantee: The recipient of CARE Act funds responsible for administering the funds. (For a full listing of definitions of grants management terms see the PHS Grants Policy Statement, which can be accessed at: http://www.nih.gov/grants/policy/gps.)

HAART (Highly Active Antiretroviral Therapy): Aggressive anti-HIV treatment usually including a combination of protease and reverse transcriptase inhibitors whose purpose is to reduce viral load to undetectable levels.

HICCP (Health Insurance Continuum of Coverage Program): A program authorized and primarily funded under Title II of the CARE Act that makes premium payments, co-payments, deductibles, or risk pool payments on behalf of a client to maintain his or her health insurance coverage.

HIV Disease: The entire spectrum of the natural history of the human immunodeficiency virus, from post infection through the clinical definition of AIDS.

HIV/EIS (HIV Early Intervention Services/Primary Care): Applied in the outpatient setting assures a continuum of care which includes (1) identifying persons at risk for HIV infection and offering to them counseling and testing services, and (2) providing lifelong comprehensive primary care for those living with HIV/AIDS.

HAB (HIV/AIDS Bureau): The bureau within the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (DHHS) that is responsible for administering the CARE Act. Within HAB, the Division of Service Systems administers Title I, Title II, and the AIDS Drug Assistance Program (ADAP); the Division of Community Based Programs administers Title III, Title IV, and the HIV/AIDS Dental Reimbursement Program; and the Division of Training and Technical Assistance administers the AIDS Education and Training Centers (AETC) Program. The Bureau’s Office of Science and Epidemiology administers the Special Projects of National Significance (SPNS) Program.

HCFA (Health Care Financing Administration): The public health service agency responsible for administering Medicare, Medicaid, and the Child Health Insurance Programs (CHIP) for uninsured children.
HIV/AIDS Dental Reimbursement Program: The program within HRSA’s HIV/AIDS Bureau, Division of Community Based Programs, that assists accredited dental schools and post-doctoral dental programs with uncompensated costs incurred in providing oral health treatment to HIV-positive patients.

Home and Community-Based Care: A category of eligible services under Title II of the CARE Act.

HOPWA (Housing Opportunities for People With AIDS): A program administered by the U.S. Department of Housing and Urban Development which provides funding to support housing for PLWH and their families.

HRSA (Health Resources and Services Administration): The agency of the U.S. Department of Health and Human Services that is responsible for administering the CARE Act.

HSDA (Health Services Delivery Area): The geographic area eligible to receive Title II CARE Act funds. In Texas, it is also the geographic area eligible to receive State of Texas HIV Health and Social Services Grant funds. Included in the Dallas HSDA are Collin, Cooke, Dallas, Denton, Ellis, Fannin, Grayson, Hunt, Kaufman, Navarro, and Rockwall Counties.

HUD (Department of Housing and Urban Development): The federal agency responsible for administering community development, affordable housing, and other programs including Housing Opportunities for Persons with HIV/AIDS (HOPWA).

IDU (Injecting Drug User).

IGA (Intergovernmental Agreement): A written agreement between a governmental agency and an outside agency.

Incidence: The number of new cases of a disease that occur during a specified time period.

Incidence Rate: The number of new cases of a disease per population per specified time period, often expressed per 100,000 population (AIDS rates are often expressed this way).

Indigent: A condition resulting from poverty, such that a person is unable to pay for many normal living expenses, including health care services.

Lead Agency: The agency within a Title II consortium responsible for contract administration; also called a fiscal agent (an incorporated consortium sometimes serves as the lead agency).

Maintenance of Effort: The Title I and Title II requirement to maintain expenditures for HIV-related services/activities at a level equal to the preceding one-year period.

M/WBE (Minority/Women Business Enterprise): Applicants who utilize certified minority and women business enterprises in the conduct of their program are allowed additional points in the scoring of their proposals.

MFR (Monthly Financial Report): A service provider’s monthly request to the Administrative Agency for reimbursement for services provided during the month.

Needs Assessment: A systematic process to determine the service needs of a defined population; a definition of the extent of need, available services, and service gaps by population and geographic area.

NIH (National Institutes of Health): The federal agency that includes 24 separate research institutes and centers, among them the National Institute of Allergy and Infectious Diseases, National Institute of Mental Health, and National Institute of Drug Abuse. Within the Office of the NIH Director is the Office of AIDS Research, which is responsible for planning, coordinating, evaluating, and funding all NIH AIDS research.

NNRTI (Non-Nucleoside Reverse Transcriptase Inhibitor): A member of a class of compounds (delavirdine, nevirapine) that acts to combine directly with and block the action of HIV’s reverse transcriptase. In contrast,
nucleoside analogs block reverse transcriptase by capping the unfinished DNA chain that the enzyme is constructing. NNRTIs have suffered from HIV's ability to mutate rapidly and become resistant to their effects.

**Nucleoside Analog:** A type of antiviral drug (AZT, ddI, ddC, d4T) whose structure constitutes a defective version of a natural nucleoside. Nucleoside analogs may take the place of the natural nucleosides, blocking the completion of a viral DNA chain during infection of a new cell by HIV. The HIV enzyme reverse transcriptase is more likely to incorporate nucleoside analogs into the DNA it is constructing than is the DNA polymerase that cells use for DNA construction.

**OMB (Office of Management and Budget):** The office within the executive branch of the Federal government which prepares the President’s annual budget, develops the Federal government’s fiscal program, oversees administration of the budget, and reviews government regulations.

**Opportunistic Condition:** An infection or cancer that occurs especially or exclusively in persons with weak immune systems due to AIDS, cancer, or immunosuppressive drugs such as corticosteroids or chemotherapy. Kaposi’s Sarcoma (KS), Pneumocystis Carinii Pneumonia (PCP), toxoplasmosis, and cytomegalovirus are all examples of opportunistic conditions. Also more loosely termed Opportunistic Infection (OI).

**OSE (Office of Science and Epidemiology):** The office within HRSA’s HIV/AIDS Bureau that administers the SPNS Program, HIV/AIDS evaluation studies, and the Annual Administrative Report (AAR).

**Outcome Measures:** Tools to measure the benefits or changes for clients during or after receiving services.

**Part F:** The part of the CARE Act that authorizes funds for the AETC Program, the SPNS Program, and the HIV/AIDS Dental Reimbursement Program.

**PHS (Public Health Service):** An administrative entity of the U.S. Department of Health and Human Services. As of October 1, 1995, HRSA is an agency of the PHS.

**Planning Council:** A planning body, also known as the RWPC (Ryan White Planning Council), which is appointed or established by the Chief Elected Official of an EMA, whose basic function is to establish a plan for the delivery of HIV care services in the EMA and establish priorities for the use of Title I CARE Act funds. The Planning Council relies on the work of several committees. For the Dallas RWPC, these include Executive, Minority Access, Allocations, Planning and Priorities, ROMAN (Rural and Outer Metropolitan AIDS Network), Evaluation, Nominations, and other ad hoc committees as needed.

**PLWA:** Person or people living with a diagnosis of AIDS.

**PLWH:** Person or people living with HIV disease.

**Phase I:** The first group of nine service categories for which outcome measures, standards of care, and unit costs were developed, during August, 1998 - February, 1999. Included are the primary health care services outpatient medical care, mental health services, dental services, substance abuse services, home health, hospice, transportation of medicine, medical case management, and drug reimbursement.

**Phase II:** The second group of eight service categories for which outcome measures, standards of care, and unit costs were developed, during March - August, 1999. Included are the support services housing, food pantry, congregate meals, home-delivered meals, volunteer support, adult day care, children and adolescent services, and legal services.

**Phase III:** The third group of eight service categories for which outcome measures, standards of care, and unit costs will be developed, during September, 1999 - August, 2000. Included are the access services transportation of people, access for underserved populations, client advocacy, comprehensive case management, emergency financial assistance, information and referral, insurance assistance, and sigh language and interpretation.

**Prevalence:** The total number of persons with a specific disease or condition at a given time.
Prevalence Rate: The proportion of a population living at a given time with a condition or disease (compared to the incidence rate, which refers to new cases).

Priority Setting: The process used by a planning council or consortium to establish numerical priorities among service categories, to ensure consistency with locally identified needs, and to address how best to meet each priority.

Program Monitor: An employee of the Administrative Agency who functions as the primary contact person with a funded service provider, regarding both administrative and operational functions. Responsibilities extend through the life of the initial grant, and subsequent grants, from initial proposal and funding throughout the operational period.

Prophylaxis: Treatment to prevent the onset of a particular disease (primary prophylaxis) or recurrence of symptoms in an existing infection that has been brought under control (secondary prophylaxis or maintenance therapy).

Protease: An enzyme that triggers the breakdown of proteins. HIV's protease enzyme breaks apart long strands of viral protein into the separate proteins constituting the viral core and the enzymes it contains. HIV protease acts as new virus particles are budding off a cell membrane.

Protease Inhibitor: A drug that binds to HIV protease and blocks it from working, thus preventing the production of new, functional viral particles.

QA (Quality Assurance): A broad spectrum of evaluation activities aimed at ensuring compliance with minimum quality standards.

QI (Quality Improvement): Activities aimed at improving performance.

Quality: The degree to which a health or social support service meets or exceeds established professional standards and user expectations.

Resource Allocation: The legislatively mandated responsibility of planning councils to assign CARE Act amounts or percentages to established priorities across specific service categories, geographic areas, populations, or subpopulations.

Retrovirus: A type of virus that, when not infecting a cell, stores its genetic information on a single-stranded RNA molecule instead of the more usual double-stranded DNA. HIV is an example of a retrovirus. After a retrovirus penetrates a cell, it constructs a DNA version of its genes using a special enzyme, reverse transcriptase. This DNA then becomes part of the cell's genetic material.

Reverse Transcriptase: A unique, viral enzyme that constructs DNA from an RNA template, which is an essential step in the life cycle of a retrovirus such as HIV. The RNA-based genes of HIV and other retroviruses must be converted to DNA if they are to integrate into the cellular genome.

RFP (Request for Proposals): An open and competitive process for selecting providers of services (sometimes called RFA or Request for Application).


Salvage Therapy: A final therapy for people who are nonresponsive to or cannot tolerate other available treatments for a particular condition.

SAMs (Self Assessment Modules): Self-assessment tools for planning councils and consortia.

SCSN (Statewide Coordinated Statement of Need): A written statement of need for the entire State developed through a process designed to collaboratively identify significant HIV issues and maximize CARE Act program coordination; the SCSN process is convened by the Title II grantee, with equal responsibility and input.
by all programs; representatives must include all CARE Act titles and Part F managers, providers, PLWH, and public health agency(s).

**Seroconversion**: Development of detectable antibodies to HIV in the blood as a result of infection. It normally takes several weeks to several months for antibodies to the virus to develop after HIV infection. When antibodies to HIV appear in the blood, a person will test positive in the standard ELISA test for HIV.

**Sero prevalence**: The number of persons in a population who test HIV-positive based on serology (blood serum) specimens; often presented as a percent of the total specimens tested or as a rate per 100,000 persons tested.

**Sero prevalence Report**: A report that provides information about the percent or rate of people in specific testing groups and populations who have tested positive for HIV.

**Service Category**: A service that is a part of the continuum of care, and is eligible for HIV-services funding.

**Service Providers**: Agencies/organizations which actually provide HIV services to patients/clients.

**SPNS (Special Projects of National Significance)**: A health services demonstration, research, and evaluation program funded under Part F of the CARE Act. SPNS projects are awarded competitively.

**Standards of Care**: A document, composed of several elements, which identifies and defines minimum acceptable requirements which service providers and their staff must meet. The standards of care include such areas as licensure, knowledge, skills, experience, client confidentiality, care, access to service, QA and QI, and staff training.

**State of Texas HIV Health and Social Services Grant**: Grant funds provided by the State of Texas, for HIV-related health and support services for individuals who reside within a given HSDA (Health Services Delivery Area) in the State. (see "HSDA").

**STD Sexually transmitted disease**.

**Surveillance**: An ongoing, systematic process of collecting, analyzing, and using data on specific health conditions and diseases (e.g., Centers for Disease Control and Prevention surveillance system for AIDS cases).

**Surveillance Report**: A report providing information on the number of reported cases of a disease such as AIDS, nationally and for specific sub-populations.

**TA**: Technical assistance.

**Target Population**: A population to be reached through some action or intervention; may refer to groups with specific demographic or geographic characteristics.

**TDH (Texas Department of Health)**: As appointed by the State Governor, the Title II grantee in Texas; also, the administrator of the State of Texas HIV Health and Social Services Grant.

**Title I**: The part of the CARE Act that provides emergency assistance to localities (EMAs) disproportionately affected by the HIV epidemic.

**Title II**: The part of the CARE Act that enables States and Territories to improve the quality, availability, and organization of health care and support services to individuals with HIV and their families.

**Title III**: The part of the CARE Act that supports outpatient primary medical care and early intervention services to people living with HIV disease through grants to public and private nonprofit organizations.

**Title IV**: The part of the CARE Act that supports coordinated services and access to research for children, youth, women with HIV disease and their families.
Transmission Category: A grouping of disease exposure and infection routes; in relation to HIV disease, exposure groupings include injection drug use, men who have sex with men, heterosexual contact, perinatal transmission, etc.

Underserved: General designation for persons who are unable to access all of the services they require, including medical care services. This may be due to one or more socioeconomic factors.

Unit Costs: The standard cost for a unit of service in any given service category that is included in the continuum of care. A unit cost is calculated by dividing the total cost for a given service category during a specific period of time (usually one year), by the total number of units of service provided.

URS (Uniform Reporting System): Data collection system designed by HRSA to document the use of Title I and II funds.

Verification: Testimony or evidence which serves to substantiate an allegation.

VCR (Vendor Certification Requirement): Required of all applicants for HIV-services grant funds. The VCR provides a detailed overview of an organization.

Viral Load: The amount of HIV RNA per unit of blood plasma. An indicator of virus concentration and reproduction rate, HIV viral load is increasingly employed as a predictor of disease progression. It can be measured by PCR or bDNA tests and is expressed in number of copies of or equivalents to the HIV RNA genome per milliliter of plasma. (Note that there are two RNA copies per HIV virion.)

Viremia: The presence of virus in blood or blood plasma. Plasma viremia is a quantitative measurement of HIV levels similar to viral load but is accomplished by seeing how much of a patient’s plasma is required to spark an HIV infection in a laboratory cell culture.

Vulnerable Populations: Recognizable demographic subgroups of the general population, within which HIV/AIDS morbidity is comparatively high, increasing the risk of infection for others in the subgroup.

Western Blot: A test for detecting the specific antigens to HIV in a person's blood. It commonly is used to verify positive ELISA tests. A Western Blot test is more reliable than the ELISA, but it is harder and more costly to perform. All positive HIV antibody tests should be confirmed with a Western Blot test.

Wild Type Virus: Naturally occurring HIV with an optimal genetic makeup and no lab-induced mutational defects. This term also refers to HIV that has not been exposed to antiviral drugs and therefore has not accumulated mutations conferring drug resistance.

E-mail Addresses:
HUD www.hud.gov/
HRSA www.hrsa.dhhs.gov/
TDH www.tdh.state.tx.us/hivstd

Acronyms.lis - 08/23/01
APPENDIX 3:

PROFESSIONAL SERVICES CONTRACT
FUNDED UNDER RYAN WHITE C.A.R.E. ACT TITLE I
MINORITY AIDS INITIATIVE FUNDS
2004-2005

Between

DALLAS COUNTY HEALTH AND HUMAN SERVICES
(“Dallas County”)

and

XXXXXXXXXXXXX, Inc.
(“Professional Consultant”)

1. PURPOSE:

This Contract is entered into by Dallas County and Professional Consultant for delivery of consultant services, as identified in Section 8a of this Contract, to providers of Minority AIDS Initiative (MAI) funded services pursuant to decisions of the Dallas County Commissioners Court. It is the express policy of Dallas County, and a requirement of this Contract and state and federal regulations, that funds paid under this Contract are exclusively for care of eligible individuals affected by the disease, and under no circumstances for AIDS prevention, education, or risk reduction for the general public.

2. TERM:

The term of this Contract is from November 1, 2004, through February 28, 2005, unless terminated earlier under any provision hereof. This Contract may be renewed for up to two (2) additional 12-month periods contingent upon approval of the Contractor and Dallas County, and subject to the availability and appropriation of funds. Upon expiration of the initial term or any period of renewal, Contractor agrees to hold over the terms and conditions of this agreement for such a period of time as may be reasonably necessary (not to exceed 120 days) to renew or re-solicit this Contract.

3. INCORPORATED DOCUMENTS:

The following documents are incorporated by reference as if fully reproduced herein:

A. Budgets attached hereto as Exhibit A.
B. Request for Proposal #yyyyyy.
C. Contractor’s response to Request for Proposal #yyyyyy.

4. ORDER OF PRECEDENCE:

In the event of any inconsistency between the provisions of this agreement, the inconsistency shall be resolved by giving precedence in the following order: (1) this Contract; and (2) the documents in the order listed in Section 3 of this Contract.

5. SCOPE OF WORK:

Professional Consultant agrees to provide capacity development to the five MAI-funded providers in the Dallas Eligible Metropolitan Area (EMA). The professional consultant will provide capacity development to strengthen board recruitment, involvement, development, and retention among MAI funded providers.

The intent of the project is to build an on-going capacity building program for providers of HIV-related services that will focus on performance improvement and enhancing the organizational structures and processes that affect client care.

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Professional Consultant is expected to provide the following deliverables:
- method to evaluate the existing strengths and weaknesses within the boards of the five individuals MAI providers;
- development and delivery of proven and widely accepted coaching and training strategies for group and individual agency trainings, workshops, or retreats;
- an evaluation plan that measures progress towards intended goals of the project;
- a long term and on-going capacity development program that will continuously evaluate and enhance organizational structures and processes.

REPORTING REQUIREMENTS

The professional consultant will be contractually required to submit a final, detailed summary of all activities completed during the project period and a long-term capacity development plan. These documents are due by March 10, 2005.

Professional Consultant will initiate the work after receipt of a fully executed contract and will complete it within the contract period.

6. AMENDMENTS:

This Contract may be amended during the term of the Contract, and any such amendments will be in writing and duly executed by the parties hereto. Attached budget is a part of the Contract.

7. SEVERABILITY:

If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provision will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions will continue.

8. TERMS AND CONDITIONS OF PAYMENT:

Dallas County agrees to compensate Professional Consultant for approved budget expenses incurred subject to the following limitations:

A. The maximum amount to be paid under this Contract shall be $20,000.

B. Dallas County will only be obligated to pay those funds as specified and expended in accordance with the Contract and the approved budget.

C. Payment will be made to Professional Consultant by Dallas County as set forth in Section 8A above within thirty days.

D. Contractor agrees to submit complete and accurate billings (as set forth in Section 8A above).

F. Payment is explicitly contingent on receipt of funds pursuant to a contract between Dallas County and the Health Resources and Services Administration (HRSA) of the federal government.

K. Any dispute between the parties regarding Dallas County’s payments to Professional Consultant for services rendered under this Contract, will be resolved by the County Auditor.

9. REPORTING AND ACCOUNTABILITY:

A. REPORTING: Professional Consultant agrees to submit all required documentation on a timely basis. Penalties for delinquent reports or failure to perform services as specified in Section 5 above may include withholding of payments until such time all reports or services are received or performed, cancellation of the Contract with no obligation to pay for undocumented services, or both.
B. ACCESS TO AND RETENTION OF RECORDS: Professional Consultant agrees that the HRSA, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Consultant that are pertinent to the award, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to Dallas County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas. Consultant’s failure to perform its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract will be considered in any future allocations of grant funds administered by Dallas County.

Professional Consultant agrees to maintain all books, documents, papers, accounting records, digital files, and other evidence pertaining to costs incurred, and/or work performed hereunder for a minimum of five (5) years after the termination of the Contract period. If any litigation, claim, or audit involving these records begins before the retention period expires, the Professional Consultant shall retain the records and documents for not less than five (5) years or until all litigation, claims, or audit findings are resolved, whichever is later.

C. EQUIPMENT AND SUPPLIES:

(1) The purchase, procurement, and maintenance of any equipment and supplies under this Contract shall be in conformity with applicable federal laws, regulations, and rules affecting the purchase of such items with HRSA grant funds.

(2) The term “equipment” as used in this Contract shall mean all tangible, non-expendable property with an acquisition cost of more than one thousand dollars ($1,000) and a useful life of more than one (1) year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, medical equipment, laboratory equipment, and printers. If the unit cost of these exception items is more than five hundred dollars ($500), they are considered equipment. Medical and laboratory equipment in this category are defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment other than the five specified items are not considered equipment unless the unit value is more than one thousand dollars ($1,000).

(3) Unless initially listed and approved in the Contract, prior written approval from Dallas County is required for any additions to or deletions of approved equipment purchases having an acquisition cost exceeding one thousand dollars ($1,000). Unless initially listed and approved in the Contract, prior written approval from Dallas County is also required for any additions to or deletions of exception items listed in Section 9E(2) above that have an acquisition cost exceeding five hundred dollars ($500). To receive approval for equipment purchases with an acquisition cost over one thousand dollars ($1,000), or to receive approval for the exception items listed in Section 9E(2) with an acquisition cost exceeding five hundred dollars ($500), the Consultant must submit a detailed justification which includes description of features, make and model, costs, and any other information requested by Dallas County.

(4) The Professional Consultant will maintain an annual inventory of equipment and other non-expendable personal property purchased with funds under this Contract and submit a report to Dallas County at the end of the Contract term. The Professional Consultant will administer a program of maintenance, repair, and protection of assets under this Contract so as to assure their full availability and usefulness, and will ensure that all equipment purchased with Contract funds is adequately insured to cover any loss, destruction, or damage to such equipment. In the event the Professional Consultant is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this Contract, it will use the proceeds to repair or replace said assets.

(5) The Professional Consultant agrees that upon termination of this Contract, it will execute any necessary documents to transfer title to any equipment costing one thousand dollars ($1,000) or more purchased with funds from this Contract to Dallas County or any other party designated by
Dallas County; provided, however, that Dallas County may at its option and to the extent allowed by law, transfer title of such property to the Professional Consultant.

(6) Professional Consultant shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds and shall not encumber the property without approval of the HRSA. When no longer needed for the original project or program, the Professional Consultant shall use the equipment in connection with its other federally-sponsored activities, in the following order of priority:

(a) activities sponsored by the federal awarding agency which funded the original project;

(b) activities sponsored by other federal awarding agencies.

(7) When acquiring replacement equipment, the Professional Consultant may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the federal awarding agency. Equipment records shall be maintained accurately and shall include the following information:

(a) a description of the equipment;

(b) manufacturer’s serial number, model number, federal stock number, national stock number, or other identification number;

(c) source of the equipment, including the award number;

(d) acquisition date (or date received, if the equipment was furnished by the federal government) and cost;

(e) information from which one can calculate the percentage of federal participation in the cost of the equipment (non applicable to equipment furnished by the federal government);

(f) location and condition of the equipment and the date the information was reported;

(g) unit acquisition cost; and

(h) ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Professional Consultant compensates the federal awarding agency for its share.

(8) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. Professional Consultant shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

F. INDEPENDENT CONTRACTOR

The Professional Consultant at all times shall be and warrants to Dallas County that it is an independent Professional Consultant and not an agent, servant, or employee of Dallas County. The Professional Consultant shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to insure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Professional Consultant and the County by virtue of this Contract. This provision of this Contract shall not be for the benefit of any other party other than the County and Professional Consultant.

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G. BONDING/INDEMNITY:

(1) To the extent allowed by Texas law, Professional Consultant agrees that it will protect, defend, indemnify, and save whole harmless Dallas County and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by person, persons, or property, on account of, or arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Professional Consultant or any agent, servant, employee or subcontractor of the Professional Consultant in the execution or performance of this Contract. Professional Consultant further agrees to protect, indemnify and hold Dallas County harmless against and from any and all claims and against and from any loss, cost, damage, judgments or expense, including attorney's fees arising out of the breach of any of the requirements and provisions of this Contract or any failure of Professional Consultant, its employees, officers, agents, subcontractors, invitees, or assigns in any respect to comply with and perform all of the requirements and provisions hereof.

(2) Each person employed by the Professional Consultant who handles funds under this Contract, including persons authorizing payments of such funds, will during the term of this Contract be covered by a fidelity bond providing for indemnification of losses occasioned by:

(a) any fraudulent or dishonest act or acts committed by any of the Professional Consultant's employees either individually or in concert with others; and/or

(b) failure of such persons to perform faithfully his/her duties or to account properly for all monies and property received under this Contract.

This fidelity bond will be in an amount equal to the greater of one-twelfth (1/12) of the award amount or one hundred thousand dollars ($100,000).

10. SUBCONTRACTING:

Professional Consultant may enter into agreements with subcontractors as approved by Dallas County and as stated in the program proposal of Professional Consultant. Any subcontracts entered into by Professional Consultant will be in writing and subject to the requirements of this Contract. Professional Consultant agrees that it will be responsible to Dallas County for the performance of any subcontractor. Prior written approval must be obtained from Dallas County.

11. MANAGEMENT OF PROGRAM:

Professional Consultant will bear, if a private non-profit organization or a for-profit organization, along with its governing board, full responsibility for the integrity of the fiscal and programmatic management of the organization, which includes accountability for all funds and materials received, compliance with applicable federal/state rules, policies, procedures, laws, and regulations, and correction of fiscal and program deficiencies identified through self-evaluation or future monitoring processes. Ignorance of requirements contained or referenced herein or in the resultant Contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements. Further, the governing board shall ensure separation of powers, duties, and functions of board members and organization staff.

12. REALLOCATION OF FUNDS:

Professional Consultant recognizes that the Ryan White Planning Council of the Dallas area may reallocate all or part of the funds under this Contract due to under-expenditure of funds, non-achievement of programmatic goals, or other just cause during the Contract period. The Dallas County allocation/reallocation policy will be utilized in determining an alternate contractor.
Professional Consultant shall immediately notify the Grants Management Officer of the Dallas County Health and Human Services Grants Management Division, or other person designated by Grants Management Officer, of any problems, delays, or adverse conditions which will affect the ability of the Professional Consultant to perform its obligations under this Contract. Any such notice shall include a statement of actions taken or contemplated to be taken by the Professional Consultant, to resolve such problems, delays, or adverse conditions. The Professional Consultant shall also promptly notify the Grants Management Officer, or his duly authorized representative, if it anticipates accomplishing the services set forth in this Contract with a lower expenditure of funds than the amount allocated.

15. CONTINGENCIES:

Any payment under this Contract shall be contingent upon receipt of grant funds from the HRSA.

It is further understood that should the Administrative Agency change during the term of this Contract, the terms of this Contract shall remain in full force and effect until such time the Contract is terminated by either party or fully modified.

16. ASSURANCES:

A. Professional Consultant agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

B. Professional Consultant assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this agreement.

C. The Professional Consultant shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, the Professional Consultant shall furnish the County satisfactory proof of compliance therewith.

D. Professional Consultant assures it will not transfer or assign its interest in this Contract without written consent of Dallas County.

E. Professional Consultant, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified to perform the required services. Professional Consultant further agrees and ensures that all program and/or facility licenses necessary to perform the required services are current and that Dallas County will be notified immediately if such licenses become invalid during the term of this Contract.

F. Professional Consultant assures that funds under this grant will not be used for lobbying Congress, the legislature, or any agency in connection with a particular contract.

G. Professional Consultant agrees to comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism
Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

H. Professional Consultant will comply with environmental standards that may be prescribed pursuant to the institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order ("EO") 11514; notification of violating facilities pursuant to EO 11738; conformity of federal actions to State (Clean Act) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. SS 7401 et seq.); and protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, P.L. 93-523.

I. Professional Consultant will comply with Public Law 103-227, the Pro-Children Act of 1994, which prohibits smoking in any portion of an indoor facility used routinely or regularly for the provision of health care, day care, early childhood development services, education, or library services to children under the age of eighteen.

J. Professional Consultant will develop and implement an agency-wide drug free work place policy. The Professional Consultant will also require that all contracts between itself and subcontractors also comply with said requirements.

K. Professional Consultant will comply with Public Law 103-333, Section 507, which requires that all equipment and products purchased with these funds should be American-made.

L. Professional Consultant will comply with Public Law 103-333, Section 508, which requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Consultant shall clearly state the percentage of the total costs of the program or project that will be financed with federal money, the dollar amount of federal funds for the total project or program, and the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

M. Failure to comply with any of the signed assurances may jeopardize the continuation of this Contract and may result in disciplinary action and the withholding of future awards.

N. The person(s) signing and executing this Contract on behalf of Consultant, or representing themselves as signing and executing this Contract on behalf of Consultant do hereby warrant and guarantee that he, she, or they have been duly authorized by Consultant to execute this Contract on behalf of Consultant and to validly and legally bind Professional Consultant to all terms, performances and provisions herein set forth.

O. In accordance with HRSA Program Policy Notice 02-01, grant funds may not be used for outreach activities that exclusively promote HIV prevention education. Outreach activities should supplement, and not supplant, such activities that are carried out with amounts appropriated under Section 317 of the Public Health Service Act, "Project Grants for Preventive Health Services", administered by the U.S. Centers for Disease Control and Prevention ("CDC") or with other federal, state, or local funds.

P. Professional Consultant will comply with the requirements of the Immigration Reform and Control Act of 1986, 8 USC 1324a(b)(1) and Immigration Act of 1990, 78 USCA 1101, regarding employment verification and retention of verification forms for any individual hired on or after November 6, 1986, described in this application who will perform any labor or services.


R. Professional Consultant understands that reimbursement for costs under this Contract shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HRSA grant funds.
S. Under Section 231.006, Texas Family Code, Professional Consultant certifies to Dallas County that Professional Consultant is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Contract. Professional Consultant hereby acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

T. The parties understand and agree that this Contract is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. The applicable parties, as defined by the HIPAA, agree to strictly comply with the HIPAA and the regulations issued under the HIPAA and to execute any documents that may be required by the HIPAA or the HIPAA Privacy Regulations. Failure of Dallas County to comply with HIPAA and its applicable regulations or failure to execute any documents concerning compliance when requested by Professional Consultant shall be a material breach of this Agreement and render this Agreement null and void. Professional Consultant will make the decision whether or not documents will be required and the decision of Professional Consultant shall be final.

U. Professional Consultant certifies to Dallas County that Professional Consultant is not delinquent on the repayment of any federal debt.

V. Professional Consultant certifies to Dallas County that Professional Consultant is presently not debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded from covered transactions by any department or agency.

18. PUBLICATION RIGHTS:

The Professional Consultant is authorized to publish the results of its services, as outlined in this Contract, in academic publications and agrees to note the sources of funding.

17. TERMINATION:

Dallas County may upon thirty (30) calendar days written notice to the Professional Consultant, terminate all or any part of this Contract in any one of the following circumstances:

A. If the Professional Consultant fails to comply with Dallas County’s reporting requirements, the program objectives, the terms, conditions, or standards of this Contract, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Contract.

B. If the Professional Consultant fails to perform the work and services required by this Contract within the time specified herein or any extension thereof.

C. If funds allocated by the HRSA should become reduced, depleted, or unavailable during the Contract term.

Dallas County may immediately terminate or suspend this Contract to protect the health and safety of clients.

Termination of the Contract will be effectuated by delivering to the Professional Consultant a written notice of termination specifying to what extent performance of work under the Contract has been terminated and the effective date of termination. After receipt of said termination notice, the Professional Consultant shall stop work under the Contract on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, the Professional Consultant will not incur new obligations and will cancel any outstanding obligations. To the extent federal funds are available and reimbursement is permitted, Dallas County will reimburse the Professional Consultant for non-canceling obligations which were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all unspent funds which were paid by Dallas County to the Professional Consultant under this Contract shall be returned to Dallas County.

18. ASSIGNMENT:
The parties each hereby bind themselves, their successors, assigns, and legal representatives to each other with respect to the terms of this Contract. Professional Consultant shall not assign, sublet, or transfer this Contract or any interest in this Contract without prior written authorization of the Dallas County Commissioners Court.

19. SIGNATORY WARRANTY:

The undersigned signatory for the Professional Consultant hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm.

20. FEDERAL FUNDED PROJECT:

This Agreement is funded by State of Texas or U. S. Government federal funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision that imposes additional or greater requirement(s) than stated herein, and that is directly applicable to the services rendered under the terms of this Agreement, Professional Consultant agrees to timely comply therewith without additional cost or expense to County unless this Agreement provides otherwise.

21. ENTIRE AGREEMENT:

This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, innovation, renewal or other alteration of this agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

22. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

23. DEFAULT/WAIVER/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law. Professional Consultant has a duty to mitigate damages.

24. RIGHTS AND REMEDIES CUMULATIVE:

The rights and remedies provided by this agreement are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

25. CHOICE OF LAW AND VENUE:

This Contract is expressly made subject to Dallas County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. 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.

By their signatures below, the duly authorized representatives of Dallas County and Consultant accept the terms of this Contract in full.

EXECUTED THIS ___________ day of ____________________________, 200_________.

47 – RFP to Provide Capacity Development to Providers of MAI-Funded Services
DALLAS COUNTY:

BY: Margaret Keliher
   County Judge

RECOMMENDED:

BY: Zachary S. Thompson
   Director, Dallas County
   Health and Human Services

APPROVED AS TO FORM:

BY: Janet R. Ferguson
   Deputy Chief
   Civil Section

PROFESSIONAL CONSULTANT:

BY: Name
   Position
APPENDIX 4:

INDEMNITY AND INSURANCE PROVISIONS GENERAL FORM

CONTRACTOR agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the CONTRACTOR or any agent, servant, employee or sub-contractor of CONTRACTOR in the execution or performance of this Contract. CONTRACTOR further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of CONTRACTOR, its employees, officers, agents, consultants, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

Approval and acceptance of CONTRACTOR's work by the County shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, its employees, subcontractor(s), agents or consultants for the accuracy and competency of their work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared by CONTRACTOR, its employees, subcontractors, agents or consultants. In this regard, CONTRACTOR shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions and shall secure, pay for and maintain in force during the term of this Contract sufficient Professional Liability or Errors and Omissions insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) single limit with certificates of insurance evidencing such coverage to be provided to the County. Such certificates of insurance shall specifically name the County as a loss payee.

I. INSURANCE. CONTRACTOR, at CONTRACTOR's sole cost, shall additionally purchase and maintain in force the following minimum insurance coverage during the term of this Contract. Such insurance shall be in the amounts and in full compliance with the following terms and conditions:

A. COUNTY requires and CONTRACTOR agrees that the following insurance coverage will be met and in effect without interruption for the life of the awarded contract and any renewal or extension. CONTRACTOR will submit within ten (10) days after the Effective Date of this Contract (Amendment to the Contract) to the Dallas County Purchasing Department a certificate of insurance, or if requested by County, a certified copy of the insurance policy, providing verification of the herein required coverage. The certificate of insurance shall list Dallas County as the certificate holder. All certificates of insurance shall be identified with the Bid/RFP/RFQ number. Full verification and prior acceptance by Dallas County of the insurance provided shall be a condition precedent to the commencement of any work or delivery. Acceptance of the verification of insurance shall not relieve or decrease the liability of CONTRACTOR. Dallas County may withhold any payment to CONTRACTOR and will neither be responsible for nor authorize payment for any item or items listed in this agreement in its original form or as it may be modified in the future for which the County may be liable without having the applicable certificates (or certified policy) on file. All policies shall be issued by an insurance company acceptable to County and authorized to do business in the State of Texas, having a rating of A or better by A.M. Best Co. All insurance cost including any deductibles, which shall not exceed ten percent (10%) of the coverage, shall be paid in full by CONTRACTOR without cost to or contributions from Dallas County. The following minimum insurance coverage is required:

1. Workers' Compensation Insurance in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of his employees assigned to operate or work under this Contract. In the event the CONTRACTOR elects to sublet any work, CONTRACTOR shall require subcontractors to provide Workers' Compensation Insurance for all of the latter's employees unless the CONTRACTOR affords such employees protection.

Types of Coverage Limits of Liability

a. Workers Compensation Statutory

49 – RFP to Provide Capacity Development to Providers of MAI-Funded Services
b. Employer's Liability
   Bodily injury by Accident $500,000 Ea. Accident
   Bodily injury by Disease $500,000 Ea. Employee
   Bodily injury by Disease $500,000 Policy Limit

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

4. Comprehensive General Liability insurance, including Contractual Liability - Commercial General Liability Insurance coverage for the following: (1) Premises Operations; (2) Independent contractors or consultants; (3) Products/Completed Operations; (4) Personal Injury; (5) Contractual Liability; (6) Explosion, Collapse and Underground; (7) Broad Form Property Damage, to include fire legal liability. Such insurance shall carry limits of One Million and 00/100 Dollars ($1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of One Million and 00/100 Dollars ($1,000,000.00) and products and completed operations aggregate of One Million and 00/100 Dollars ($1,000,000.00). There shall not be any policy exclusion or limitations for contractual liability covering the CONTRACTOR's obligations herein; personal injury/advertising liability; medical payments; fire damage, legal liability; broad form property damage, and/or liability for independent contractors.

3. Commercial Automobile Liability - Commercial Auto Liability insurance covering all owned, hired and non-owned vehicles used in connection with the work performed under the Contract with limits of liability not less than One Hundred Thousand and 00/100 Dollars ($100,000.00) each person and Three Hundred Thousand and 00/100 Dollars ($300,000.00) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars ($100,000.00) each occurrence for property damage or a combined single limit for bodily injury and property damage liability of not less than Four Hundred and 00/100 Dollars ($400,000.00)

4. Professional Liability - Insurance Requirements - CONTRACTOR shall indemnify County for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in force during the term of the Contract and thereafter for an additional five (5) years from date the

5. Project is accepted as complete by the Commissioners Court, sufficient errors and omissions insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) single limit, with certificates evidencing such coverage.

B. CONTRACTOR agrees that, with respect to the above referenced insurance, all insurance contracts will contain following required provisions:

1. Policies must include the following clauses, as applicable.
   a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after forty five (45) days prior written notice, or ten (10) days for non-payment of premium, has been given by the insurance company to the County"
   b. "It is agreed that the CONTRACTOR's insurance shall be deemed primary with respect to any insurance or self insurance carried by the County for liability arising out of operations under the contract with the County."
   c. "Dallas County, County Commissioners, County Judge, the County’s elected officials, director, employees, agents representatives and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under contract with the Owner". This is not applicable to the workers' compensation policy.
   d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the County.

2. Workers' compensation insurance must include the responsibility of CONTRACTOR to provide coverage for every worker either under CONTRACTORS policy or under the policy provided by a subcontractor. CONTRACTORS policy shall provide that, in the event that a subcontractor's policy fails to provide worker's compensation coverage of a worker, that such
insurance coverage is provided by CONTRACTOR's policy. CONTRACTOR shall obtain
certificates of coverage for subcontractors carrying their own policies, prior to any subcontractor
providing services under this Agreement.

By signing this Agreement or providing or causing to be provided a certificate of coverage,
CONTRACTOR is representing to County that all employees of CONTRACTOR who will provided
services under this Agreement will be covered by workers' compensation coverage for the duration of
this Agreement. Consultant further represents that the coverage will be based on proper reporting of
classification codes and payroll amounts, and that all coverage agreements will be filed with appropriate
insurance carrier, or in the case of self insurance, with the Texas Workers Compensation Commission.
Providing false or misleading information may subject CONTRACTOR to administrative penalties,
criminal penalties, civil penalties or other civil actions.

3. **Provide for an endorsement that the "other insurance" Clause shall not apply to Dallas
   County where COUNTY is an additional insured on the policy.**

4. **Provide for notice to the COUNTY** at the address shown below by registered mail.

5. **All Insurance Coverage shall be on an occurrence basis** unless specifically approved in
   writing and executed by the County's Director and Risk Manager.

A. **In addition to any and all other remedies the COUNTY may have upon CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, COUNTY shall have the right:**

1. to order CONTRACTOR to stop work hereunder which shall not constitute a Suspension of Work

2. withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof, or *(alternative language: until (a) minimum
   required insurance is acquired and financial security for that time where insurance was not provided
   to as required herein, or (b) four (4) years from the date of the end of the time such insurance was
   not provided; or (c) four (4) years from the date all claims and/or suits are finally settled and/or
   extinguished.)*

3. at its sole discretion, declared a material breach of this Agreement, which, at County's discretion
   may result in
   a. termination of this Agreement; or
   b. demand on any bond, as applicable; or
   c. the right of the County to complete this Agreement by contract with the "next low bid",
      CONTRACTOR being fully liable for the difference between the original contract price and the
      actual price paid, which amount is payable to County by CONTRACTOR on demand; or
   d. any combination of the above, or

4. any combination of the above.

5. Each provision herein shall survive Agreement termination.

B. **CONTRACTOR shall advise COUNTY** in writing within 24 hours of any claim or demand against
   COUNTY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's
   activities under this AGREEMENT.

C. **The provisions of this section are solely for the benefit** of the parties hereto and not intended to create
   or grant any rights, contractual or otherwise, to any other person or entity.

D. **Approval, disapproval or failure to act** by the COUNTY regarding any insurance supplied by
   CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and
   accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance
   company exonerate CONTRACTOR from liability.

E. **Acceptance of the final products by COUNTY** shall not constitute nor be deemed a release of the
   responsibility and liability of CONTRACTOR, its employees, associates, agents or subcontractor for the
   accuracy and competency of their work; nor shall such acceptance be deemed an assumption of
responsibility or liability by COUNTY for any defect in the work products prepared by said CONTRACTOR, its employees, subcontractors, and agents.

F. **Standard of Care: Services provided** by CONTRACTOR under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

G. **Nothing herein contained shall be construed** as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR’s or its subcontractors’ performance of the work covered under this Contract.
TO: THE HONORABLE COMMISSIONERS COURT

FROM: ZACHARY S. THOMPSON, DIRECTOR
       DALLAS COUNTY HEALTH AND HUMAN SERVICES

DATE: AUGUST 31, 2004

SUBJECT: FY 2004-2005 STATE OF TEXAS HIV HEALTH AND SOCIAL SERVICES CONTRACT WITH TDH

Background of Issue
The Dallas County Judge is the grantee and legal recipient of the State of Texas Health and Social Services (State Services) grant funds. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for State Services funds for the Dallas and Sherman-Denison Health Services Delivery Area (HSDA), which includes Collin, Cooke, Dallas, Denton, Ellis, Fannin, Grayson, Hunt, Kaufman, Navarro, and Rockwall counties. The 2004-2005 contract between the Texas Department of Health (TDH) and DCHHS (TDH Document No. 7560009056 2005, Change #15, Attachment #11, HIV-SERVICES), in the amount of $1,211,795, to perform HIV health and social services funded under the 2004-2005 State Services grant, was received as an official contract award on July 19, 2004. DCHHS used a competitive Request for Proposals (RFP) process in determining recommendations for sub-grantee awards. On May 24, 2004, DCHHS, through the Dallas County Purchasing Department, made RFPs available to vendors. The proposals were reviewed by an External Review Committee which was demographically reflective of the HIV/AIDS cases within the Dallas HSDA. Once completed, the recommended sub-grantee contracts and budgets will be presented to Commissioners Court for approval.

Fiscal Impact
Under provisions of the State Services contract with TDH, DCHHS will receive $116,379 for administrative costs (including staff salaries, benefits, equipment, travel, and supplies), and $1,095,416 for sub-grantee contracts, as detailed in the attached budget.

Operational Impact
This contract with TDH continues to partially fund seventeen (17) full-time positions.

Legal Impact
The Dallas County Commissioners Court must approve the contract with TDH and the attached budget, and authorize the County Judge to sign the contract on behalf of Dallas County.
Recommendation
It is recommended that the Dallas County Commissioners Court approve TDH Document No. 7560009056 2005, Change #15, Attachment #11, HIV – SERVICES, in the amount of $1,211,795, and the attached budget, and authorize the County Judge to sign the contract on behalf of Dallas County.

RECOMMENDED BY:  
Zachary S. Thompson, Director  
Dallas County Health and Human Services

attachments

C: J. Allen Clemson, Court Administrator  
Virginia Porter, County Auditor
## A. PERSONNEL

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
<th>Percentage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assistant Director, Client Services/Grants Compliance</strong></td>
<td>73,144</td>
<td>4.00%</td>
<td>2,928</td>
</tr>
<tr>
<td>(Vacant)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oversee daily activities and operation of HIV Grants Management Division.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grants Management Officer - Jeff Jordan</strong></td>
<td>65,228</td>
<td>4.00%</td>
<td>2,609</td>
</tr>
<tr>
<td>Provides and prepares various reports required by the grantor.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oversees the management of HIV Grants Management Division.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Program Analyst/Grants Manager - Sheila Fisher</strong></td>
<td>58,671</td>
<td>4.00%</td>
<td>2,347</td>
</tr>
<tr>
<td>Coordinates and directs administrative activities and oversees the financial operation of HIV Grants Management Division.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Program Monitor - Gary Armstrong</strong></td>
<td>48,697</td>
<td>4.00%</td>
<td>1,948</td>
</tr>
<tr>
<td>Conducts programmatic reviews of subcontractors.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Program Monitor - Glenda Hokekiwibe</strong></td>
<td>48,697</td>
<td>4.00%</td>
<td>1,948</td>
</tr>
<tr>
<td>Conducts programmatic reviews of subcontractors.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Program Monitor - Norma Pied-Brown</strong></td>
<td>48,697</td>
<td>4.00%</td>
<td>1,948</td>
</tr>
<tr>
<td>Conducts programmatic reviews of subcontractors.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grants Budget Analyst - Mitos Lautler</strong></td>
<td>55,900</td>
<td>4.00%</td>
<td>2,236</td>
</tr>
<tr>
<td>Monitors financial activities of HIV Grants Management Division.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analyzes and prepares financial reports and budgets.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Administrative Assistant - Vivian Wilson</strong></td>
<td>41,405</td>
<td>4.00%</td>
<td>1,656</td>
</tr>
<tr>
<td>Provides administrative support.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Data Analyst - Thomas Reed</strong></td>
<td>36,830</td>
<td>4.00%</td>
<td>1,473</td>
</tr>
<tr>
<td>Collects data and information for various users and provides administrative support.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>General Office Clerk - Michelle Conlon</strong></td>
<td>25,823</td>
<td>4.00%</td>
<td>1,033</td>
</tr>
<tr>
<td>Provides clerical assistance to HIV grants staff.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Systems Analyst - Allen Wang</strong></td>
<td>60,840</td>
<td>2.00%</td>
<td>1,218</td>
</tr>
<tr>
<td>Provides assistance with COMPAS reporting and tracking. (Cost shared with DCHHS @ 50%, Grants @ 50%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Building Supervisor - Tiron Womack</strong></td>
<td>27,920</td>
<td>2.00%</td>
<td>558</td>
</tr>
<tr>
<td>Assists with meeting setup for the Administrative Agent and its committees. (Cost shared with DCHHS @ 50%, Grants @ 50%).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Health Analyst - Dan Eder</strong></td>
<td>51,719</td>
<td>3.00%</td>
<td>1,552</td>
</tr>
<tr>
<td>Develops and implements standards of care and outcome measures for services.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Quality Assurance Advisor - Laura Dennis-Wolfgang</strong></td>
<td>48,697</td>
<td>8.00%</td>
<td>3,900</td>
</tr>
<tr>
<td>Provides technical assistance to contractors and conducts studies/reviews on current standards of care.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>HIV Services Planner - vacant</strong></td>
<td>45,848</td>
<td>20.00%</td>
<td>9,178</td>
</tr>
<tr>
<td>Coordinates implementation of the Comprehensive Plan.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RWPC/O Administrative Coordinator - vacant</strong></td>
<td>35,978</td>
<td>20.00%</td>
<td>7,196</td>
</tr>
<tr>
<td>Provides administrative support and coordinates day-to-day activities of Planning Council/Consortium.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Planning Council/Consortium Manager - Karin Pettles</strong></td>
<td>61,838</td>
<td>20.00%</td>
<td>12,376</td>
</tr>
<tr>
<td>Oversees day-to-day operations of the Planning Council/Consortium. Prepares reports as needed.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## B. FRINGE BENEFITS

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical/Dental/Life Insurance</td>
<td>$5,500</td>
<td>6,600</td>
</tr>
<tr>
<td>Social Security</td>
<td>7.65%</td>
<td>4,493</td>
</tr>
<tr>
<td>Retirement</td>
<td>8.50%</td>
<td>4,992</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>0.50%</td>
<td>294</td>
</tr>
</tbody>
</table>

## C. TRAVEL

1. Local Travel @ 0.375/mile for 3,333 miles per year. Local staff travel for on-site program monitoring, fiscal compliance audit and technical support. | 1,260 |
2. Out-of Jurisdiction Travel.  
   a) Travel for two (2) administrative staff, one (1) RWPC/C staff, and one (1) RWPC/C member to participate in the Titles I-IV meeting in Austin, Texas.  
      Ground transportation  5 days @ 10 x 4 staff/mem  $200  
      Lodging  4 nights @ 80 x 4 staff/mem  $1,280  
      Per Diem  5 days @ 35 x 4 staff/mem  $700  
      Air Fare - round trip  @ 150 x 4 staff/mem  $600  
      1 trip @ 2,780  
   b) Travel for one (1) administrative staff to attend COMPIS-ARIES related meetings sponsored by TDH in Austin, TX:  
      Ground transportation  2 days @ 10 x 1 staff  $20  
      Lodging  1 night @ 80 x 1 staff  $80  
      Per Diem  2 days @ 35 x 1 staff  $70  
      Air Fare - round trip  @ 150 x 1 staff  $150  
      4 trips @ 1,280  
   
D. EQUIPMENT  
   Desk Top Computer - Dell Optiplex GX270 Small Mini Tower Intel Pentium 4 Processor 2.8 GHz, 512K/533MHz FSB, Gigabit NIC.  
   2 @ $1,112  
   $2,224  
   To replace old computers of two fiscal auditors.  

E. SUPPLIES  
   1. General Office Supplies - general consumable office supplies to support grants related activities.  
   2. Computer Supplies - accessories/softwares necessary to support grants related activities.  
   3. Equipment < 500 - two computer printers to replace old printers of two fiscal auditors.  
   4. External Review Committee Supplies - materials, supplies and refreshments provided to External Review Committees to review proposals and makes recommendations for State Services' subrecipient agencies.  
   $5,380  

F. CONTRACTUAL  
   Contracts for HIV Services to be awarded through competitive request for proposal (RFP) process. Subrecipients data sheet to be provided to the TDH. Subrecipients contracts and related budgets will be submitted for approval to the Dallas County Commissioners Court.  
   Dallas HSDA/Navarro Counties  
   Sherman/Denison Counties  
   1,047,416  
   48,000  

G. OTHER ADMINISTRATIVE COSTS  
   1. Telephone: local and long distance, and internet access time. All means necessary to communicate with contractors, the community, grantor, and to obtain HIV/AIDS information.  
   2. Copier rental and printing charges for TDH administrative activities.  
   3. Postage for TDH grants related materials.  
   4. Training provided to staff to keep current on HIV/AIDS issues and job related requirements.  
   5. Office equipment maintenance for TDH funded equipments.  
   6. Advertising for public notice of the RFP.  
   7. Audit-Portion of County-wide OMB Clr. A-128 Audit  
   8. MS Office XP License - 2 @ $265  
   $10,335  

H. TOTAL DIRECT COSTS  
   $1,193,759  

I. INDIRECT COST  
   Grants Management's share on all allowable Dallas County cost using The Dallas County Certified Indirect Cost Rate.  
   $18,037  

J. TOTAL AWARD  
   $1,211,795
The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

<table>
<thead>
<tr>
<th>SUMMARY OF TRANSACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATT NO. 11 : HIV - SERVICES</td>
</tr>
</tbody>
</table>

All terms and conditions not hereby amended remain in full force and effect.

**EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.**

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

**PERFORMING AGENCY:**

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: __________________________

(Signature of person authorized to sign)

(Name and Title)

Date: __________________________

RECOMMENDED:

By: __________________________

(PERFORMING AGENCY Director, if different from person authorized to sign contract)

**RECEIVING AGENCY:**

DEPARTMENT OF STATE HEALTH SERVICES

By: __________________________

(Signature of person authorized to sign)

Eduardo J. Sanchez, M.D., M.P.H.
Commissioner of Health

(Name and Title)

Date: __________________________
### DSHS Program ID/DSHS Purchase Order Number

<table>
<thead>
<tr>
<th>Att/ Amd No.</th>
<th>Term</th>
<th>Financial Assistance</th>
<th>Direct Assistance</th>
<th>Total Amount (DSHS Share)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Begin</td>
<td>End</td>
<td>Source of Funds*</td>
<td>Amount</td>
</tr>
<tr>
<td>01 02A</td>
<td>01/01/04</td>
<td>12/31/04</td>
<td>93.116</td>
<td>662,531.00</td>
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<tr>
<td>03 04A</td>
<td>01/01/04</td>
<td>12/31/04</td>
<td>93.977 93.940</td>
<td>1,270,760.00</td>
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<tr>
<td>05 06</td>
<td>02/01/04</td>
<td>01/31/05</td>
<td>14.241</td>
<td>55,033.00</td>
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<tr>
<td>07 08</td>
<td>04/01/04</td>
<td>03/31/05</td>
<td>93.917</td>
<td>99,008.00</td>
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<td>09 10A</td>
<td>04/01/04</td>
<td>03/31/05</td>
<td>93.917</td>
<td>242,362.00</td>
</tr>
<tr>
<td>11</td>
<td>09/01/04</td>
<td>08/31/05</td>
<td>1,211,795.00</td>
<td>1,211,795.00</td>
</tr>
</tbody>
</table>

**DSHS Document No. 7560009056 2005**

**Change No. 15**

**Totals**

| Amount | $6,822,563.00 | $85,143.04 | $6,907,706.04 |

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.*
MEMORANDUM
DALLAS COUNTY SHERIFF'S DEPARTMENT

DATE : August 13, 2004
TO : Allen Clemson, County Administrator
FROM : Larry Williams, Captain, Patrol Division
SUBJECT : Safe and Sober STEP Traffic Safety Grant
THRU : Channels

BACKGROUND:

The Sheriff's Department has had a traffic safety grant since 1994. The FY 2005 Safe and Sober Grant provides for DWI enforcement on selected sites in Dallas County that have a high incident of alcohol related crashes and injuries, and speeding and occupant protection enforcement. The grant allows DWI enforcement to be conducted from 10:00 PM to 4:00 AM, Thursday night through Sunday morning and during holiday periods such as Memorial Day, July 4th, Labor Day and New Year's Eve; Occupant protection enforcement during daylight hours any day of the week; and speed enforcement at selected sites in Dallas County 24 hours a day, seven days a week.

The National Highway Traffic Safety Administration (NHTSA) has provided enforcement money to TxDOT for enforcement to impact the impaired driver, non usage of occupant protection, and the speeding driver in Texas. The Dallas TxDOT District has asked the Sheriff's Department to accept enforcement money for the period of October 1, 2004 through September 30, 2005.

FINANCIAL:

The grant provides $191,725 for overtime to conduct enforcement with a county match of $191,741 from October 1, 2004 through September 30, 2005. The county match will be $38,989 in overtime salaries, $44,630 payment of fringe benefits (calculated at 19.38%), $37,400 in vehicle operational costs ($ .85 per mile for 44,000 miles), and $70,722 to cover all indirect costs (calculated at 30.71%).

OPERATIONAL IMPACT

Existing vehicles and equipment will be used to conduct enforcement during the time period.
RECOMMENDATION:

It is recommended that the Court accept the Safe and Sober STEP grant for the period of October 1, 2004 through September 30, 2005.

LARRY WILLIAMS
Captain

Reviewed by: GARY LINDSEY, Chief Deputy, General Services Bureau

Date
Texas Traffic Safety Program Grant Agreement is available for viewing in the Administrators's Office.
Dallas County
JUVENILE DEPARTMENT

MEMORANDUM

Date: August 12, 2004
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director

Subject: Payroll Release for Grants Pending Execution of Contracts

Background of Issue

The Dallas County Juvenile Department annually receives funding for various grants from the Texas Juvenile Probation Commission (TJPC) and the Office of the Governor, Criminal Justice Division (CJD). The department also receives funding for Project 75216 and 75217 from the Community Council of Greater Dallas. Although we have received notification of continued funding in FY 2005 for these grants, formal contracts will not be completely executed prior to the time the September 2004 payroll is processed. The purpose of this briefing is to request Commissioners Court approval to release payroll for staff in the grant programs listed below pending the return of executed contracts.

Fiscal Impact

Dallas County will have to advance funds for payroll pending final execution of these contracts:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Grant Name</th>
<th>Dept. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>TJPC</td>
<td>State Aid</td>
<td>7108</td>
</tr>
<tr>
<td></td>
<td>Community Corrections</td>
<td>7103</td>
</tr>
<tr>
<td></td>
<td>Progressive Sanction JPO</td>
<td>7118</td>
</tr>
<tr>
<td></td>
<td>Progressive Sanction ISP</td>
<td>7120</td>
</tr>
<tr>
<td></td>
<td>Family Preservation</td>
<td>7114</td>
</tr>
<tr>
<td></td>
<td>Substance Abuse Grant</td>
<td>7104</td>
</tr>
<tr>
<td></td>
<td>TCOMI</td>
<td>7116</td>
</tr>
<tr>
<td>Community Council</td>
<td>Project 75216</td>
<td>7102</td>
</tr>
<tr>
<td></td>
<td>Project 75217</td>
<td>7107</td>
</tr>
</tbody>
</table>

Recommendation

It is recommended that Commissioners Court authorize the Dallas County Auditor and Dallas County Treasurer to release payroll for employees assigned to the aforementioned grants until executed contracts are returned by the funding sources.

Recommended by: Michael K. Griffiths, Director

2600 Lone Star Drive, Box 5         Dallas, Texas 75212         (214) 698-2200
Dallas County
JUVENILE DEPARTMENT

Date: August 17, 2004
To: Dallas County Commissioners Court
From: Mike Griffiths, Juvenile Services Director
Re: Renewal of Contracts with Juvenile Department Foster Homes

BACKGROUND
The Juvenile Department's Letot Center manages foster homes for placement of court adjudicated children and non-adjudicated children receiving services from Letot Center. These homes serve as an alternative to institutional care for children whose delinquent history is neither lengthy nor severe and for children needing more time to resolve family issues before returning home.

During FY '98 the Texas Juvenile Probation Commission (TJPC) issued guidelines for foster homes managed by Juvenile Probation Departments. These guidelines were adopted from the Texas Department of Protective and Regulatory Services (TDPRS) Minimum Standards. In May 2000, the Foster Care Program was officially IV-E certified, and TJPC audits the program's administrative records and the foster homes annually to ensure compliance with the standards. The most recent inspection by TJPC in August 2003 revealed full compliance.

Since FY '98 the Department has enacted renewable contracts. In FY '04 all providers were required to be re-certified following Texas Juvenile Probation Commission guidelines. In June 2004 Commissioners Court in accordance with court order #2004-996, waived requirements for foster homes to carry workers compensation insurance, professional liability insurance, and performance bonds. Juvenile Department Contract Services staff is updating the Foster Care Residential Services Contract to reflect these revisions.

In September 2003 five providers completed the re-certification process and signed Contracts. Four new homes were certified later in the fiscal year. We currently have a total of nine homes under contract for foster care residential services, and we are recommending seven of these nine homes for renewal for the FY'05 fiscal year. The Sharon Chinn foster home will not be recommended for renewal due to serious contract violations. At the family's request, we are removing the Akers foster home from contract renewal, and they will continue to work exclusively providing respite care services for the other foster homes. The financial arrangement is handled individually among the Akers and the particular home(s). Current recruitment efforts are targeting homes for basic care level females. Sixteen slots are available for moderate with supplemental services.
Staff conduct performance reviews on foster homes annually and, if deficiencies are noted, a corrective action plan is completed with target completion dates. Overall, program success rate year to date FY '04 is 77%. The Juvenile Board, during its regular meeting held on August 23rd, 2004, approved the renewal of the contracts.

LEVEL OF CARE SYSTEM
On August 27, 2003, the Texas Department of Protective and Regulatory Services (now Texas Department of Family and Protective Services, TDFPS) Board adopted a new classification system for Levels of Care (LOC) that categorizes the intensity of services provided to youth. This change became effective September 1, 2003. An analysis of the new service level definitions suggests that our youth are at the Moderate and Specialized LOC. Staff have determined that all new and existing Foster Homes can provide Moderate Care. The PRS new classification system for levels of care was applied in the FY '04 Foster Home Residential contract.

OPERATIONAL IMPACT
The availability of seven foster homes allows for a placement capacity of 31 youth, plus five additional slots for respite care in the Akers home. Foster homes provide options for placing Moderate level children in a home-like environment. Foster care placements have been an effective resource for children who have a less severe delinquent history, are nonviolent, and can attend public schools. The goal is to provide educational, therapeutic and support services necessary to stabilize these youth while working with their parents/guardians in hopes of later returning them and maintaining them in their home environment. Evaluation of these programs will be based on adherence to contractual obligations and TJPC Guidelines for foster homes, length of stay, successful program completion, recidivism rates, and provision of aftercare services.

LEGAL IMPACT
The Juvenile Department staff are preparing the contracts with the new foster homes. Mr. Bob Schell, Chief of the District Attorney’s Civil Section Assistant District Attorney, previously reviewed and finalized the contract content and the document was approved as to form and content. This residential contract, with the Juvenile Board’s approval, will be effective for FY '05, with the option to renew for one additional year.

FISCAL IMPACT
Funding for this program is available from the Juvenile Department’s Budget No. 5110. Additional funds are available from the Texas Juvenile Probation Commission FY '05 grants. The Juvenile Department will continue its efforts to capture any reimbursable placement cost through the Title IV-E Federal Foster Care program.

RECOMMENDATION
It is respectfully recommended that the Commissioners Court approve the renewal of seven of the existing foster homes and authorize the County Judge to sign the Foster Home FY'05 contracts when completed.

Recommended by: Michael K. Griffiths
Director of Juvenile Services
August 17, 2004

TO: The Honorable Commissioners Court

FROM: Robbie Placino, Senior Buyer

SUBJECT: Award to other than the lowest bidder – Bid Number 2004-118-1544 "Annual Contract for Fulfillment of County Clerk Real Estate Records ".

BACKGROUND/ISSUE the Commissioners Court at the their regularly scheduled session held on, August 2, 2004 authorized Bid No., 2004-118-1544 "Annual Contract for Fulfillment of County Clerk Real Estate Records " to be opened.

Nine (9) bids were received as follows:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Total bid price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secure Systems Management</td>
<td>$0.058/stuffed envelope</td>
</tr>
<tr>
<td>Mail Mart, Inc.</td>
<td>$0.176/stuffed envelope</td>
</tr>
<tr>
<td>Demico Services, Llc</td>
<td>$0.20/stuffed envelope</td>
</tr>
<tr>
<td>Sav-On-Mail</td>
<td>$0.22/stuffed envelope</td>
</tr>
<tr>
<td>LEE Marketing Services</td>
<td>$0.25/stuffed envelope</td>
</tr>
<tr>
<td>GM Direct Marketing, Inc.</td>
<td>$0.26/stuffed envelope</td>
</tr>
<tr>
<td>National Data Services, Inc.</td>
<td>$0.26/stuffed envelope</td>
</tr>
<tr>
<td>W&amp;R Technology</td>
<td>$0.30/stuffed envelope</td>
</tr>
<tr>
<td>Castle Mailing Center</td>
<td>$0.48/stuffed envelope</td>
</tr>
</tbody>
</table>

It has been determined by both Purchasing and the County Clerks office after conducting an on-site visit that the lowest bidder, Secure Systems Management does not have adequate space or the necessary manpower to fulfill the terms of this contract for the following reasons:

1. The specifications requires at least minimum 2500 envelopes be assembled per day.

2. The lowest bidder is a sole proprietor with no employees and has little or no available working space that could be determined from our on-site visit.

3. The lowest bidder stated that she has a machine that would fold the materials, unfortunately the demonstration provided did not work adequately with the sample documents provided by Dallas County.

An on-site visit was conducted by Purchasing and the County Clerks office at the Mail Mart, Inc. facilities the second lowest bidder. Mail Mart, Inc. is compliant based upon the following reasons:

1. Mail Mart, Inc. has the necessary available space to perform this project.

2. Mail Mart, Inc. has Seventy (70) employees and the ability to provide more personnel if necessary.
RECOMMENDATION:
Secure System Management’s proposal does not meet the minimum requirements as set forth in Bid No. 2004-118-1544, “Annual Contract for Fulfillment of County Clerk Real Estate Records” and is therefore non-compliant. As a result the Purchasing Department in conjunction with the County Clerks office is recommending that Bid No. 2004-118-1544 be awarded to the lowest compliant bidder for the amount of $0.176 per stuffed envelope meeting all the requirements.

Should the Commissioners Court concur with the recommendation, a court order will be scheduled for the next formal agenda.

Approved by:

[Signature]

Phillip Vasquez - Purchasing Director

cc: Cynthia Calhoun – County Clerk
August 24, 2004

TO: The Honorable Commissioners Court
FROM: Scott McDowell, Senior Buyer
SUBJECT: Sole Source Purchase of Roche Diagnostics West Nile Detection Kits

BACKGROUND/ISSUE

In 2002, Dallas County purchased a Roche Lightcycler instrument as a sole source award. The Texas Department of Health funded and mandated the purchase of this particular instrument as part of their bioterrorism readiness effort (Dallas County recently purchased another Roche Lightcycler instrument as a sole source award for the same reasons). Along with bioterrorism, the Lightcycler can perform other testing functions such as testing for West Nile Virus. When testing for West Nile Virus and utilizing the Roche Lightcycler, you have to use Roche detection reagents. No other manufacturers detection reagents will work with the Roche Lightcycler. The Health and Human Services Department does not have any other equipment to test for West Nile Virus.

Roche Diagnostics has been identified as the sole provider for the purchase of the West Nile Detection Kits. The West Nile Detection Kits are proprietary to Roche Diagnostics and they sell this kit direct to their customers.

FINANCIAL IMPACT

It is anticipated that Dallas County will spend about $22,000 this year for West Nile Detection Kits. This amount is substantially higher than ever before because of the increased volume of West Nile testing. The Purchase of these kits is normally funded by grants through the State of Texas.

RECOMMENDATION

Roche Diagnostics has been identified as the only vendor able to sell the West Nile Detection Kits used with the Roche Lightcycler. In accordance with Texas Local Government Code 262.024(a)(7)(A), it is the recommendation of the Purchasing Department that Roche Diagnostics be awarded the purchase of West Nile Detection Kits at an estimated annual cost of $22,000 based on a sole source award.

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

RECOMMENDED FOR APPROVAL

Phillip J. Vasquez, Purchasing Director
August 24, 2004

TO: The Honorable Commissioners Court
FROM: Scott McDowell, Senior Buyer
SUBJECT: RFP for Annual Contract for Psychological Screening and Counseling Services for Law Enforcement Personnel

BACKGROUND/ISSUE

A request for proposal has been written seeking solicitations from firms, organizations and/or individuals for an annual contract for psychological screening and counseling services for law enforcement personnel. The Sheriff Department, Constables and Office of Security Emergency Management utilize this contract. The term of the contract will be based on a one year period with two (2) year options to extend. The rating criteria and points assigned are as follows:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Cost for services</td>
<td>0-30</td>
</tr>
<tr>
<td>B. Program content</td>
<td></td>
</tr>
<tr>
<td>1. Pre-employment psychological screening</td>
<td>0-25</td>
</tr>
<tr>
<td>2. Psychological health maintenance</td>
<td></td>
</tr>
<tr>
<td>3. Training/education</td>
<td></td>
</tr>
<tr>
<td>4. Criminal profile development</td>
<td></td>
</tr>
<tr>
<td>C. Operational experience in field of police psychology</td>
<td>0-30</td>
</tr>
<tr>
<td>D. MWBE</td>
<td>0-15</td>
</tr>
</tbody>
</table>

The proposals will be evaluated and scored by representatives from the Sheriff's Department and Human Resources. The MWBE Coordinator will evaluate and score the MWBE section. After evaluation and scoring, a recommendation for award will be presented to the Commissioners Court for consideration.

This RFP is different from the past Psychological Screening RFP's in that it specifies minimum acceptable written testing options whereas past RFP's only specified one written testing option and left other testing options to the discretion of the Psychologist. It is hoped that this change will encourage more firms and/or individuals to respond to the RFP.

RECOMMENDATION

It is the recommendation of the Purchasing Department that the Commissioners Court approve the attached RFP of an Annual Contract for Psychological Screening and Counseling Services for Law Enforcement Personnel and authorize the Purchasing Department to advertise solicitations in accordance with local procurement laws.

Should the Court concur with this recommendation, the RFP will be solicited based on this briefing.

RECOMMENDED FOR APPROVAL

[Signature]

Phillip J. Vasquez, Purchasing Director/sm
Psychological Screening and Counseling Services for Law Enforcement Personnel

SECTION A

GENERAL CONDITIONS AND REQUIREMENTS FOR PROPOSALS

Dallas County, Texas hereby request proposals from qualified firms, individuals, groups and/or organizations to provide psychological screening of law enforcement personnel for the Dallas County Sheriff's Department as specified herein. Services will include psychological counseling, screening, assessment and evaluation. This will be a non-exclusive contract.

1. AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP:

Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct. However, if an offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the county of such error in writing and request modification or clarification of the document. Modification will be made by issuing an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for same.

Any significant errors, omissions, or inconsistencies in the specifications are to be reported and submitted in writing no later than five (5) days before time for bid proposal submission deadline.

If a Offeror fails to notify the county prior to the date and time fixed for submission of proposal of an error or ambiguity in the RFP known to him, or an error ambiguity that reasonably should have been known to him, he shall not be entitled to additional compensation or time by reason of the error/ambiguity or its late resolution.

The County may also modify the RFP prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have received the RFP. All addenda will be numbered consecutively beginning with one (1).

2. SUBMITTAL OF PROPOSAL:

One (1) original, clearly marked as such, and six (6) copies of firm's sealed proposals are to be submitted to the Dallas County Purchasing Department, 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202 at 2:00 P.M. on February 16, 2004 (proposals will be considered late if clocked-in at 2:01. The Purchasing time clock is the official clock). Proposals, which are received by facsimile transmittal, will not be accepted for consideration.

Proposals should be submitted in sealed packaging, marked, and addressed as directed. Failure to do so may result in the premature opening of, or a failure to open, such proposals. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

Mailed proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the Purchasing Department. Any proposals received after the scheduled deadline on the opening date will be immediately disqualified and returned to the vendor upon request. Dallas County will not be responsible for unmarked/improperly marked proposals or proposals delivered to the wrong location.
Psychological Screening and Counseling Services for Law Enforcement Personnel

3. DURATION OF AGREEMENT

The duration of this agreement shall be for a twelve (12) month period beginning the date of award. Dallas County, at its discretion and mutual consent of all parties involved, may choose to renew this contract for two (2) additional twelve (12) month periods based on fiscal year funding or appropriation, existing terms, conditions and prices set forth in the original award or as amended by the Dallas County Commissioners Court.

4. ACCESS TO RECORDS AND INFORMATION

Contractor agrees to furnish to Dallas County with information as may be requested which relates to the services Contractor provides. Contractor shall permit Dallas County to audit/inspect records and reports, review services, and/or evaluate the performance of these services at any time. Contractor shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish reviews of program activities, services, and expenditures.

5. PROPOSAL PREPARATION COST:

Cost for developing proposals are entirely the responsibility of the Offeror and shall not be chargeable to the County of Dallas.

6. SIGNATURE OF PROPOSAL:

An individual who is authorized to bind the Offeror contractually shall sign proposal. If the vendor is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

7. ECONOMY OF PRESENTATION:

Proposals should not contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the questions in the RFP. Proposals must address the requirements since the request for proposal must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

8. PROPOSAL OBLIGATION:

The contents of the proposal and any clarification thereto submitted by the successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

9. IMPLIED REQUIREMENTS:

Products and services not specifically mentioned in this RFP, but whose are necessary to provide the functional capabilities described by the offeror shall be included in the proposal.

10. COMPLIANCE WITH RFP SPECIFICATIONS:

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. The Offeror's response must coincide with the format of the RFP.
Psychological Screening and Counseling Services for Law Enforcement Personnel

11. WITHDRAWAL OF PROPOSAL:

Offeror may withdraw his proposal by submitting a written request for its withdrawal over the signature of an authorized individual to the Purchasing Agent at any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner will not be considered if submitted after the deadline.

12. STATUS OF PROPOSAL:

Disposition of Proposal - All proposals become the property of the Dallas County and will not be returned to the Offeror.

Dallas County Commissioners Court reserves the right to accept or reject, in part or in whole, any proposals submitted, determine compliance and to waive any technicalities or irregularities and to make award in the best interest of Dallas County.

Each proposal shall be valid for ninety (90) calendar days after the opening date of the proposal and shall constitute an irrevocable offer to Dallas County for the ninety (90) calendar day period. The ninety (90) calendar day may be extended by mutual agreement of the parties.

13. DISCLOSURE OF PROPOSAL CONTENT:

Pursuant to Texas Local Government Code Section 262.030, proposals shall be opened to avoid disclosure of contents to competing offerors. It is Dallas County’s intent not to release details of the proposals until all ensuing negotiations have been completed and contractual agreements have been executed.

14. COMPLIANCE WITH RULES, REGULATIONS, POLICIES AND STANDARDS:

The selected Offeror(s) shall be required to adhere to all policies, procedures, rules, regulations and standards of various Federal, State, County and City agencies, departments or commissions. In such case, adherence to their current policy, procedures, regulations, rules or standards, any future amendments to same, as well as any successors to such rules, regulations, procedures, policies and standards.

15. CONTRACTUAL DEVELOPMENT:

The contents of the RFP and selected Firm's proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the Proposal Firm must be amendable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection processes.

16. COST AND FEE REQUIREMENTS

All charges, cost and fees associated with the procurement of theses services must be included in the proposal cost.

17. INVOICES:

The awarded Contractor will submit an itemized monthly billing statement in accordance with the awarded contract requirements. Unless noted all invoices will be net 30 days upon receipt in the County Auditors Office.
Request For Proposal 2004-043-1460  
Psychological Screening and Counseling Services for Law Enforcement Personnel

18. LOSS, DAMAGE OR CLAIM:

The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorneys fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorneys fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

19. GOVERNING LAW AND VENUE

This contract agreement shall be governed by and construed under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. In any legal action arising from this agreement, the laws of Texas shall apply, and exclusive venue shall lie in Dallas County, Texas.

20. AWARD

An award resulting from this RFP shall be made to the most responsive and responsible Offeror whose proposal is determined to be most advantageous to the County, taking into consideration evaluation factors contained herein. Dallas County reserves the right to award this RFP to multiple providers. The County will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of this RFP.

21. COLLUSION

The successful Offeror may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not however, preclude two or more suppliers of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

22. MONETARY RESTITUTION

In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor's rate and new company's rate) beginning the date of vendor's termination through the contract expiration date. In the event, civil suit is filed to enforce this provision; Dallas County will seek its attorney's fees and cost of suit from the Contractor.

23. No official or employee shall have any financial interest, direct or indirect, in any contract with the County
Psychological Screening and Counseling Services for Law Enforcement Personnel

or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.

Any bidder/offeree who is currently involved, either directly or indirectly with any litigation against or involving Dallas County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

24. AGENTS AND/OR SUBCONTRACTORS:

The successful Offeror may not assign their rights and duties under an award without the written consent of the Dallas County Community Supervision and Corrections Department.

Offerors are required to identify all agents, subcontractors and employees who have been retained and/or hired to assist in developing, preparing, advising or marketing their proposal and/or services. Name of firm, individual and/or employee must be included along with the services that are to be provided.

25. NON-PERFORMANCE

Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies, which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

26. TERMINATION

The County may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, terminate this Contract, in whole or part, by giving 30 days written notice thereof to the Contract with the understanding that all (products/services) being (delivered/performe) under this Contract shall cease upon the date specified in such notice. The County shall compensate the Contractor in accordance with the terms of this contract for the (products/services) (delivered/performed) prior to the date specified in such notice.

27. LIABILITY AND OTHER INSURANCE REQUIREMENTS

Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self insured employee coverage requirements and adequate liability limitations. All insurance cost including deductible in any shall be paid in full by successful bidder without cost to or contributions from Dallas County.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the Purchasing Agent requires the successful vendor(s) to submit verification of the following coverage's, showing Dallas County as the certificate holder (general liability insurance coverage) with coverage dates inclusive to that of the contract award.

Dallas County requires that the following coverage be met and in effect for the life of the awarded contract,
Psychological Screening and Counseling Services for Law Enforcement Personnel

prior to any delivery of services, products and/or performance of work. The successful vendor(s) will submit verification of the coverage’s to the Purchasing Department, showing Dallas County as the certificate holder. Dallas County will not authorize payments for services rendered without having the applicable certificates on file.

A) Professional or General Liability insurance meeting the acceptable limits as established by the State of Texas Insurance Board and/those limits specifically contained within proposal specifications.

$ 100,000.00 per person

$ 300,000.00 each single occurrence for bodily injury or death

$ 100,000.00 for each single occurrence for injury to or destruction of property prior to any delivery of work

A waiver of subrogation in Dallas County’s favor is required

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, August 9, 1994)

28. For information or questions regarding the submission of, or requirements of the proposal, contact:

Scott McDowell
Dallas County Purchasing Department
(214) 653-7160
smcdowell@dallascounty.org
Psychological Screening and Counseling Services for Law Enforcement Personnel

SECTION B: RESPONSE FORMAT AND ORGANIZATION

1. NUMBER OF COPIES

Offerors shall deliver one original and seven (7) identical copies of their proposal to the Dallas County Purchasing Department at 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202 on or before February 16, 2004, 2:00 p.m.

2. PROPOSAL FORMAT

All proposals must be typewritten on standard 8-1/2” x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- Letter of Transmittal
- Table of Contents
- Offeror’s statement of understanding of the proposal and service objectives
- Details of Program Content for Pre-employment Psychological Screening, Psychological Health Maintenance and Criminal Profile Development
- Sample of Training/Education Program Plan
- Monthly Cost for Services Requested
- Client References
- Experience Profile
- Copies of Licenses
- Response to Minority/Women Business Specifications
- Other Supporting Material (if applicable)

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in the cost response section.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Offerors may attach other material that they feel may improve the quality of their responses.

Letter of Transmittal
Psychological Screening and Counseling Services for Law Enforcement Personnel

A letter of transmittal must accompany each proposal. The letter of transmittal MUST:

a) Identify the submitting organization;

Identify the name and title of the person authorized by the organization to contractually obligate the organization;

Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;

Identify the names, titles and telephone numbers of persons to be contacted for clarification;

Identify the tax identification number

Explicitly indicate acceptance of all the General Conditions and Requirements conditions stated in Sections A-D.

Be signed by the person authorized to contractually obligate the organization;

Acknowledge receipt of any and all amendments to this RFP.
Psychological Screening and Counseling Services for Law Enforcement Personnel

SECTION C: EVALUATION CRITERIA

The evaluate each proposal and selection will be made based on the criteria listed below. Firms submitting proposals shall include statements to satisfy the following factors. Proposals will be evaluated based on a 100-point scale with points being allocated to the various proposal requirements.

1. Cost for services described 0 - 30
2. Program content proposed 0 - 25
   A. Pre-employment Psychological Screening
   B. Psychological Health Maintenance
   C. Training/Education
   D. Criminal Profile Development

3. Operational experience of offeror in field of Police Psychology 0 - 30
   (2 year minimum post licensing practice)

Defined as including, but not limited to: (1) prior law enforcement experience, (2) prior/current working relationship with other law enforcement agencies in areas of stress management, pre-employment assessment, law enforcement career-related substance abuse counseling, (3) and/or current recognition within profession as an authority regarding law enforcement career related psychological issues and subsequent diagnosis/treatment. Measurement of this factor (3) is by listing publishing, writings, research works, court testimony, seminars, and letters of reference/appreciation, etc.

4. Minority/Women Business Participation 0 - 15
   
   • *Certified M/WBE Firm (6 Points)
   • *Certified M/WBE Involvement as Sub-Consulting, Sub-Contractor or Supplier (6 Points)
   • Female and Minority Assigned to project (3 Points)

* Certified by the NCTRCA = North Texas Regional Certification

TOTAL POINTS: 100 points

2003 PSYCHOLOGICAL SERVICES ACTIVITY
Psychological Screening and Counseling Services for Law Enforcement Personnel

SECTION D: SCOPE OF SERVICES AND OTHER REQUIREMENTS

1. Pre-employment Psychological Screening

A. Pre-employment Psychological Screening is a requirement of the Texas Commission on
Law Enforcement Officer Standards and Education.

The contractor shall be required to provide the following services pursuant to state and
departmental requirements.

1) The contractor shall provide the written assessment of the applicant based on a
minimum of 4 different written tests or assessments. Tests which will be
acceptable are:

1. Personality assessment inventory (PAI)
2. 16 personality factor assessment - 5 edition (16PF-5)
3. Myers Briggs type indicator (MBTI)
4. Fundamental interpersonal relationship orientation (FIRO-B)
5. Wonderlic personnel test (WPT)
6. Wide range achievement test 3rd edition (WRAT-3)
7. Minnesota multiphasic personality inventory (MMPI)

The contractor will be responsible for the entire process of supplying,
administering and grading of all written psychological tests. All portions of the
pre-employment testing must be done by the contractor at the location to be
agreed upon by the contractor and the Dallas Sheriff Department.

2) Evaluation services will be provided on the applicant’s tests for the position of
Deputy Sheriff, Detentions Service Officer, Detention Service Officer II, Special
Response Team, DSO reserve, part-time Bailiff, County Security and Deputy
Constable as selected through standard department procedure/Civil Service
requirements.

3) Contractor shall provide a personal one-on-one conference with said applicants
subsequent to the evaluation of the written tests. Based upon contractor’s
professional determination, contractor shall either pass or fail the applicant for
fitness for employment. Contractor shall sign the required state form (L-3) and
affix his state licensing number. Contractor shall sign departmental evaluation
form with pass or fail marked along with diagnosis if applicable.

4) Contractor shall surrender said state and departmental forms, written testing
instruments to the Dallas Sheriff’s Department for maintenance.

5) Contractor shall provide written feedback within 48 hours on personal applicant
interviews and test evaluation.

6) Contractor shall provide the above enumerated pre-employment services for the
Psychological Screening and Counseling Services for Law Enforcement Personnel

Dallas County Sheriff’s Department.

7) Frequency and volume of applicant test-conference evaluation will be determined by the Dallas County Sheriff’s Department based on staffing levels, departmental needs, and recruiting capabilities. Time of test-evaluation/conference is to be during normal business hours of the of the Dallas County Sheriff’s Department/Resource Development Division. Hours of test evaluation/conference shall be based on a flexible agreement between Dallas County Sheriff’s Department and contractor.

B. Said contractor must be licensed and approved for the practice of psychology in the State of Texas by the State Board of Examiners of Psychologists.

II Psychological Health Maintenance Program

A. Contractor shall provide personal psychological counseling services to Dallas County Sheriff’s Department and other Dallas County law enforcement members and families (family members as defined by Dallas Sheriff’s Department Civil Service Rules and Regulations).

B. Availability of contractor for said counseling to be 24 hours a day.

C. Suggestion of contractor and concurrence of the client determine location of counseling. Location of counseling shall include, but not be limited to, any facility under control and operation of the Sheriff, the contractor’s home, the contractor’s personal/professional office. The convenience of contractor is superceded by the respect for confidentiality required by the client.

D. The manner and method of counseling shall be a deemed appropriate for the circumstance/condition by contractor. Client has the right to refuse manner and method of counseling unless departmentally required (see "F" below).

E. The manner and method of counseling must be considered medically appropriate, acceptable, and recognized by the American Psychological Association and the Texas State Board of Examiners of Psychological.

F. Contractor shall provide diagnosis and administrative recommendation to the Sheriff or his staff (upon request) regarding an department member’s fitness for duty. The Contractor will provide the Department a written report outlining the kind diagnostic or assessment tests completed, their results and the overall recommendation of the Contractor concerning the psychological fitness for duty of the employee in a law enforcement environment the same day as the evaluation.

III Training/Education Program

A. Contractor shall act as an instructional resource (trainer/teacher) in various basic and in-service training programs for the Dallas Sheriff’s Academy.
Psychological Screening and Counseling Services for Law Enforcement Personnel

B. Contractor shall provide personal instruction in various police psychological/social psychology areas including but not limited to peace officer's role in society, recognizing and handling abnormal people, police stress (recognition and management), and handling the mentally ill.

C. Contractor is responsible for lesson/handout preparation.

D. Instruction shall be given at the Dallas Sheriff's Academy, currently located at 521 North Industrial Blvd, Dallas Texas (Suzanne Kays Detention Facility) but subject to change.

E. Hours of instruction shall be during normal hours of the Dallas Sheriff's Academy. Contractor shall be flexible to allow limited evening or night instruction or program evaluation.

F. Scheduling of programs will be conducted to provide primarily for the needs of the Department while constant consideration for the convenience/obligations of the contractor is maintained.

G. Contractor will be required to provide a detailed lesson plan for each class based on class objectives provided by the Sheriff's Academy Commander. Lesson plans should be turned into and approved by the Sheriff's Academy Commander at least two weeks prior to any class presentation by the Contractor. Class handout material can be copied by the Academy provided the Contractor provides the material one week prior to the date of class presentation.

H. Instructional blocks shall vary with programs, but shall not be presented in less than four (4) hours blocks or more than eight (8) hour blocks. An eight (8) hour program may be divided into two (4) hour sessions. Approximately yearly average of instructional hours is 136.

IV Post Deadly Force Trauma Counseling

A. Contractor shall provide personal psychological counseling services to Dallas Sheriff's Department members resulting from deadly force incidents (as Department or employee deems necessary).

B. Contractor shall provide same service as (A) to those members of any other police agency based on the following criteria:

1. The agency whose members are involved in the incident has requested the Dallas Sheriff's Department conduct the official criminal investigation.

2. Such counseling is at the request of the department member or his/her respective department heads and coordinated through the Dallas Sheriff's Department.

3. No psychological health services provider is available to the department member
Psychological Screening and Counseling Services for Law Enforcement Personnel

through his/her own department.

V Administration

A. Contractor shall be paid a flat rate for each evaluation. Contractor shall provide a monthly bill to the Resource Development Division Commander or his designated representative on the first of every month. The bill will identify the amount of work accomplished by category during the preceding month.

B. Categories include but are not limited to the number of pre-employment assessments (passed/failed), fitness for duty assessments (passed/failed), training hours by type of class, external department referrals, number of department members, and family members being seen under self-referral.

C. On days where the first falls on a weekend or holiday, the first work day of the next month will be used.

D. Records developed by the Contractor on pre-employment and fitness for duty work are considered records of the Sheriff’s Department and will be turned over to the department when requested. It is acknowledged that the Contractor may keep copies of applicable professional information on each employee evaluated for future reference but that it will remain confidential. Release of this information outside the Department must be for good cogent reasons and is only authorized with prior written approval from the Department.

E. Records pertaining to Sheriff’s Department job applicants and employees are considered confidential and for the official use of the Contractor or the Department only. These records will not be provided to anyone outside of the Sheriff’s Department without prior written consent of the Department. The content of these records will not be shared with anyone outside of the department without prior consent of the Sheriff’s Department.

F. Contractor is responsible to defend their psychological assessments or recommendations if challenged by appropriate statutory or regulatory authority or by legal proceeding to include testimony in court. The Department cannot vouch for the professional recommendations of the Contractor.

G. The Contractor may use a subcontractor to perform his role when he is ill or on vacation for a period of up to two weeks subject to advanced agreement by the Sheriff’s Department. Such a subcontractor must be recommended by the Contractor and accepted by the Sheriff’s Department. Recommended subcontractor must be fully qualified in the field and licensed to operate as a psychologist in the state of Texas as per paragraph IB above. The recommended subcontractor will be paid by the Contractor. The Contractor is responsible to defend the work of the recommended subcontractor to include legal challenges to include testimony. The Dallas Sheriff’s Department will not defend the work of the subcontractor.
Psychological Screening and Counseling Services for Law Enforcement Personnel

**2003 PSYCHOLOGICAL SERVICES ACTIVITY**

<table>
<thead>
<tr>
<th>TESTING / EVALUATION</th>
<th>#'s</th>
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<tr>
<td>DSO Applicants</td>
<td>236</td>
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<tr>
<td>DSO II Applicants</td>
<td>38</td>
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<tr>
<td>SRT Applicants</td>
<td>8</td>
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<tr>
<td>DSO Reserve Applicants</td>
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<tr>
<td>Part-Time Bailiff Applicants</td>
<td>6</td>
</tr>
<tr>
<td>County Security Applicants</td>
<td>7</td>
</tr>
<tr>
<td>Deputy Constable Applicants</td>
<td>10</td>
</tr>
<tr>
<td>TX. DOT Applicants</td>
<td>1</td>
</tr>
<tr>
<td>Behavioral Cause Investigations</td>
<td>7</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>316</strong></td>
</tr>
</tbody>
</table>

**TEACHING**

(8) hour class on “Stress Management”

**COUNSELING**

(72) sessions with (31) employees
Date: August 18, 2004
To: Members of the Commissioners Court
From: Mattye Mauldin Taylor, Ph.D., Director
Subject: Changes to Federal and State Statutes

Background
Employers in the State of Texas are required to comply with numerous state and federal laws related to discrimination, unlawful harassment, family and medical leave, disability, whistle blowing and employee injury. Employers are required to post notices regarding these statutes. Dallas County publishes information in the Dallas County Code and posts notices in work sites to notify employees of these provisions.

The purpose of this briefing is 1) to modify the Dallas County Code, Section 86-1041 to mirror language used on official posters from the EEOC, 2) to approve that same language for Dallas County's official poster and 3), to approve expenditures for the re-printing of the Dallas County official poster.

Impact on Operations
These changes will provide updated language for distribution of Dallas County's poster.

Financial Impact
The cost to update and reprint the posters is not expected to exceed $1000.00, and all expenses will be paid out of the Human Resources/Civil Service budget.

Legal Review
The Civil Section of the District Attorney's Office has reviewed the changes and advised Human Resources to modify section 86-1041 of the Dallas County Code.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve (1) the policy modifications to section 86-1041 (2) the language in the poster and (3) the hiring of the lowest bidder to print the poster at a cost not to exceed $1000.00.

Recommended by: Mattye Mauldin-Taylor, Ph.D.

509 Main Street
Records Building
Dallas, Texas
Equal Opportunity Employer
214.653.7638
ARTICLE IX. AFFIRMATIVE ACTION PLAN*

*State law references: Discrimination, V.T.C.A., Civil Practice and Remedies Code § 106.001 et seq.

Sec. 86-1041. Philosophy.

The philosophy of the county is to treat all employees and prospective employees with dignity, affording them the freedom to work as part of county government, the most basic entity, which is the closest and most responsive to the people, and that their obtaining and maintaining of employment shall be without regard to race, religion, color, national origin, gender, sex (including pregnancy) age, disability, or political affiliation, in accordance with the constitutional and statutory provisions of our state and nation.

(Admin. Policy Manual, § A(15.00))

Sec. 86-1042. General policy.

(a) To provide an atmosphere of equality of opportunity for all applicants to, and employees of, the county in all phases of personnel activities, including recruitment, hiring, job assignment, supervision, training, upgrading, transfers, compensation, benefits, educational opportunities, recreational activities or facilities, regardless of race, creed, color, national origin, gender, age, disability or political affiliation, except where gender or disability may be a bona fide occupational qualification and except where state or federal law may place minimum or maximum age limitations on employees.

(b) It is the responsibility of all county officials, supervisors and employees to conform to both the letter and spirit of such executive orders as may be legally enforced from time to time and all related civil rights orders and laws. The head of each department will be responsible for developing, coordinating and monitoring the equal employment opportunity programs, including the affirmative action plan for the county. It is the responsibility of each elected official and department head to provide the supportive personnel functions, including the maintenance of appropriate records required to execute the equal employment opportunity programs.

(Admin. Policy Manual, § A(15.01, 15.02))
Private Employment, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

**RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, national origin, or sex (including pregnancy). Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

**DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations, unless such accommodations would impose an undue hardship on the employer.

**AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, and other terms, conditions or privileges of employment.

**SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort and responsibility under similar working conditions, in the same establishment.

**RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice.

**WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time frames in which you must file charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, you should ultimately need to, you should contact EEOC promptly when discrimination is suspected. If you believe that you have been discriminated against under any of the above laws, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20550 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is (800) 669-6820, or access EEOC's web site at www.eeoc.gov.

**Programs or Activities Receiving Federal Financial Assistance**

**RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

**INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of a disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities, who, with or without reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EEOC-P/E-1 (Revised 9/02)
August 24, 2004

To: Commissioners Court  
From: Bernard E. Blanton  

Subject: Henry Wade Juvenile Justice Center Expansion – Change Order No. 6

**BACKGROUND:**
Court Order No. 2002-2347, 12-31-02: Authorized a construction contract with Cadence McShane Corporation.
Court Order No. 2003-1649, 09-09-09: Change Order No. 1; Building Code related issues from City of Dallas.
Court Order No. 2003-2239, 12-09-03: Change Order No. 2; Water Booster Pumps and Sprinkler Heads.
Court Order No. 2004-674, 04-13-04: Change Order No. 5, Visitation/Training, 3rd Floor shell space finishout.

Total construction at this present date is approximately 95% complete. Construction finish out for the Food Service, Laundry and Maintenance Areas in the existing building pending relocation of the Intake Personnel to new location. Only construction cost items are addressed in this Change Order No. 6 request.

**IMPACT/OPERATION:** The following items are added to the construction contract due to the conditions established in the bid documents of construction/program conditions unknown and clarified during this period of construction:

<table>
<thead>
<tr>
<th>CHANGE ORDER NO. 6</th>
<th>DAYS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1 Provide electrical revisions for HVAC fan coils and breakers servicing the Training Area – 3rd Floor of the Expansion. Contractor Request; CMC-85</td>
<td>Add 0</td>
<td>$7,085</td>
</tr>
<tr>
<td>6.2 Furnish and install an electrical circuit for the elevator lights and sump pump. Contractor Request; CMC-89</td>
<td>Rejected-</td>
<td>-</td>
</tr>
<tr>
<td>6.3 Furnish and install an additional 5% more glycol to the new cooling system for balance between the new and the existing cooling system. Owner Request; CMC-90</td>
<td>Rejected-</td>
<td>-</td>
</tr>
<tr>
<td>6.4 Delete light fixtures providing up lighting to front of expansion building. Architect Request; CMC-92</td>
<td>Credit 0</td>
<td>($914)</td>
</tr>
<tr>
<td>6.5 Change 7 type ‘R’ light fixtures in soffit to WF Harris #80-CP-50HPS-277-LP. Architect Request; CMC-93</td>
<td>Add 0</td>
<td>$1,189</td>
</tr>
<tr>
<td>6.6 Reroute electrical power to relocated cooling towers/motors bringing to code. Contractor Request; CMC-95</td>
<td>Add 0</td>
<td>$2,765</td>
</tr>
<tr>
<td>6.7 Install electrical power to Door k113 for intercom and remote controls omitted on contract documents. Ref.: C.O.4.1: PC-11, Secure’ door &amp; Hdw. Contractor Request; CMC-96</td>
<td>Add 0</td>
<td>$1,232</td>
</tr>
<tr>
<td>6.8 Add transformer and electrical circuits in new Computer Room to provide 30 amp power for utilization of the existing servers. Owner Request; CMC-98</td>
<td>Add 0</td>
<td>$7,739</td>
</tr>
<tr>
<td>6.9 Rewire all chillers in central plant to provide the correct power. Unforeseen. Contractor Request; CMC-99</td>
<td>Add 0</td>
<td>$1,866</td>
</tr>
</tbody>
</table>

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George L. Allen Sr. Courts Building  
600 Commerce St., 9th Floor, Suite 900  
Dallas, Texas 75202-6633  
e-mail: bblanton@dallascounty.org
Install electrical circuits piping on roof for heat trace. Ref: C.O. 4.13


Demolish and remove existing plaster ceiling Kitchen Cart Wash, Rm. K111. Contractor Request: CMC-104 HKS, PC-

Furnish and install additional fire alarm devices added to the new building by the Senior Fire Protection Engineer during the City of Dallas plan review. City Dallas Request: CMC-105 HKS, PC-

Completed wall and ceiling repair for damage due to upgrade of the existing fire alarm system per contractor’s 01-15-04 proposed estimated cost as revised. Ref: C.O.3.4 & C.O.4.15 Owner Request; CMC-78B HKS, PC-

(=NOTE: Credit used to offset added fire alarm devices required by City Dallas)

6.15 Revised Contractor’s Proposal Option #2: Deleted contractor furnishing carpet and base from construction contract and retain installation services only. Ref: C.O.3.3 reduced from ($20,645) to ($17,300). Confirmed by installation. Owner Request; CMC-73 HKS, PC-025

<table>
<thead>
<tr>
<th>Appropriations</th>
<th>Approved Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2001</td>
<td>$2,290,485</td>
</tr>
<tr>
<td>FY2002</td>
<td>$6,683,333</td>
</tr>
<tr>
<td>FY2003</td>
<td>$10,024,999</td>
</tr>
<tr>
<td>FY2004</td>
<td>$2,801,466</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$21,800,283</td>
</tr>
</tbody>
</table>

Design
HKS (A/E Fees) $2,244,083

VAI (Geo. Investigation) $6,025

Subtotal $2,250,108

Construction
R-Con (Parking Lot) $347,138
Cadence McShane $17,390,068
PSI (Testing) $58,732
Bldrs. Risk Insurance $29,459
Carpet $22,861
Furniture, Misc. $343,066

Subtotal $18,197,624

TOTAL EXPENDED TO DATE $20,447,732

Request total amount of $42,367 added to the construction contract. The completion date remains unchanged, November 22, 2004. Except as noted above, all terms of the original agreement will remain in full force and effect.

LEGAL: This contract awarded in full accords with the policies and procedures of Dallas County.

M/WBE INFORMATION: N/A

FINANCIAL IMPACT: Funds for the Henry Wade Juvenile Justice Center Expansion were appropriated in the FY2001, FY2002, FY2003 and FY2004 Major Capital Improvement Fund, Fund 196:

<table>
<thead>
<tr>
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</tr>
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<tr>
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Bldrs. Risk Insurance $29,459
Carpet $22,861
Furniture, Misc. $343,066

Subtotal $18,197,624

TOTAL EXPENDED TO DATE $20,447,732

Total Funds remaining are $1,352,551.00
Commissioners Court
August 24, 2004
Henry Wade Juvenile Justice Center Expansion – Change Order No. 6
Page 3

The total proposed cost for Change Order No. 6 is $42,367. Funds are available for this Change Order No. 6 from FY2004 MCIP appropriations for the project in Fund 196.0.08130.2004.0.70043 (Major Projects, Buildings, Year 2004, Henry Wade).

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Original Contract</td>
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<tr>
<td>Previous Change Orders</td>
<td>$1,055,368</td>
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<tr>
<td>Total Contract to Date</td>
<td>$17,390,068</td>
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<tr>
<td>Change Order No. 6</td>
<td>$42,367</td>
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<tr>
<td>Revised Contract Amount</td>
<td>$17,432,435</td>
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As a result of this Change Order No. 6, the total amount of $42,367 and no additional days shall be added to the construction contract. The completion date remains unchanged, November 22, 2004.

RECOMMENDATION: Engineering & Project Management recommends that the Dallas County Commissioners Court authorize Change Order No. 6 in the amount of $42,367 and no additional days added to the construction contract with Cadence McShane Corporation to complete the Henry Wade Juvenile Justice Center Expansion. The County Judge authorized to sign on behalf of Dallas County.

Approved by: [Signature]
Dan Savage
Assistant Administrator for Operations
April 15, 2004

Bernie Blanton  
Dallas County Engineering  
600 Commerce Street 9th Floor  
Dallas, Texas 75202  

RE:  HENRY WADE EXPANSION  
HKS Project No. 5787  
CMC 85  

Dear Mr. Blanton:  

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 85 dated March 31, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $7,085.00. This work is required by code.  

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.  

Best Regards,  

Johnny T. Luttrull  
Construction Administrator  

Attachments  

cc: Paul Liptak w/ attachments  
    Pei Basgen w/ attachments  
    Jim Nunn w/attachments  
    File w/attachments
March 31, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
    CM Project No. 3029, HKS Project No. 5787

Subject: CMC #85, Electrical revisions for fans and breakers

Dear Johnny:

Please find attached the above referenced Proposed Change, to furnish the proper wire size and breakers to the HVAC fans and coils.

This change is not an owner requested change. This work is in progress and needs immediate attention.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,

CADENCE McSHANE CORPORATION

Bobby Parét
Project Manager

Enclosures
Bk
Dl
File
<table>
<thead>
<tr>
<th>NO</th>
<th>DESCRIPTION</th>
<th>PHASE CODE</th>
<th>QTY</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>EQUIP</th>
<th>SUB</th>
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**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

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April 15, 2004

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC 89

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 89 dated March 31, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $1,159.00. This work is required by code.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
March 31, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
CM Project No. 3029, HKS Project No. 5787

Subject: CMC #89, Circuit for elevator lights and sump pump

Dear Johnny:

Please find attached the above referenced Proposed Change, to furnish a circuit for the elevator lights and sump pump.

This change is not an owner requested change. This work is scheduled to begin in the near future, please provide a CCD or Change Order immediately.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,

CADENCE McSHANE CORPORATION

Bobby Parét
Project Manager

Enclosures
Bk
Dl
File
<table>
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<th>NO.</th>
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**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

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TOTAL PRICE WITH FEE | $1,159
Transmittal

Ship Via  Fax
Date       4/1/2004
Project Name  Hanvy Wade
Project No.  05787000

To
Mr. Bernie Blanton
Dallas County
600 Commerce Street  9th Floor
Dallas TX 75202
Phone 214.653.6730 Fax

Subject  CCD-009
Description  Attached, please find CCD-009 (GLYCOL) for your review and signature. Bernie, could you please fax a signed copy to Bobby Paret?

Thanks,
Johnny

Sent By  Johnny T. Luttrull

1919 MCKINNEY AVENUE  DALLAS, TX 75201 214.689.5599  FAX 214.689.3397.
March 31, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
CM Project No. 3029, HKS Project No. 5787

Subject: CMC #90, Add 5% more Glycol to the system

Dear Johnny:

Please find attached the above referenced Proposed Change, to furnish 5% more glycol to the cooling system.

This change is an owner requested change. This work is scheduled to begin in the near future, please provide a CCD or Change Order immediately.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,

CADENCE McSHANE CORPORATION

[Signature]

Bobby Parét
Project Manager

Enclosures
Bk
D1
File
# Proposed Change Order

**Owner:** Dallas County Engineering & Project Management  
600 Commerce St. Ste 900  
Dallas, Texas 75202

**Job No:** 3029  
**Name:** Henry Wade Juvenile Justice Center

**Project Manager:** Bobby Pons  
**Prop # Request No:** 90

**Balance of Job Duration (Months):** 22

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**EXCLUSIONS AND QUALIFICATIONS**

1. All work will be performed by CMC subcontractors.

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**Total Fee**

$850

**Total Price with Fee**

$8,494
May 12, 2004

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC 92 HKS ASI 35

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 92 dated May 1, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the credit amount of ($358.00). The specified light fixtures are not needed.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
May 1, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE:       Henry Wade Juvenile Justice Center Expansion
           CM Project No. 3029, HKS Project No. 5787

Subject:  CMC #92, Delete up lights in front of building

Dear Johnny:

Please find attached the above referenced Proposed Change, to delete up lights in front of the building.

This change was an architect requested change. This work is scheduled to begin in the near future, please provide a CCD or Change Order immediately.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,

CADENCE McSHANE CORPORATION

Bobby Paré
Project Manager

Enclosures
Bk
Df
File
**PROPOSED CHANGE ORDER**

**OWNER:** Dallas County Engineering & Project Management
**LOCATION:** Dallas, Texas 75201

**PROJECT MANAGER:** Toby Park
**REQUEST NO:** 92

**BALANCE OF JOB DURATION (MONTHS):** 11

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**SUBTOTAL**

01-2115-1

| INSURANCE/BOND | 1.02% | $0 |
| P & P BOND     | 0.09% | $0 |
| FEE ON SUBCONTR | 10.00% | $0 |

**TOTAL**

$0

**TOTAL PRICE WITH FEE**

($550)

---

**RECEIVED TIME:** MAY 1, 1:04PM

**EXCLUSIONS AND QUALIFICATIONS**

1. All work will be performed by CMC subcontractors.

---

**TOTAL COST:** ($550)

---

**UNIT TOTAL:** ($550)

---

**TOTAL PRICE WITH FEE:** ($550)
May 12, 2004

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC 93, HKS PC 38

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 93 dated May 1, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $1,189.00. The specified light fixtures would not work in the location shown on the contract documents.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

[Signature]
Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
May 1, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas  75201-1753

RE:       Henry Wade Juvenile Justice Center Expansion
          CM Project No. 3029, HKS Project No. 5787

Subject:  CMC #93, HKS PC #38-Rev-1, Light fixture Type “R”

Dear Johnny:

Please find attached the above referenced Proposed Change, to furnish the revise light fixture for the soffit at the Visitation Building.

This change is an architectural change. This work is scheduled to begin in the near future, please provide a CCD or Change Order immediately.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,

CADENCE McSHANE CORPORATION

Bobby Parét
Project Manager

Enclosures
Bk
Dl
File
# Proposed Change Order

**Project Manager:** Bobby Paw
**Project Request No.:** 12
**Balance of Job Duration (Months):** 22

### Description of Work:
- **Description:** New 20.1 ft. 277V, 3 Phase, 4 wire, 200A Sub Panel, 20 Arms, 200A Meter.
- **Location:** Fort Worth, Texas.

### Labor Costs:

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### Totals:
- **Total Labor Cost:** $1,070
- **Total Material Cost:** $995
- **Total Equip Cost:** $100

### Subtotal:
- **Total Subtotal:** $1,189

### Additional Costs:
- **Insurance/Bond:** $12
- **P & P Bond:** $50
- **Fee on Subcontractor:** $107
- **Total Fee:** $179

### Total Price with Fee:
- **Total Price with Fee:** $1,368
May 20, 2004

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC 95

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 95 dated May 1, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $2,765.00. The change was need to disconnect the power to the existing cooling towers prior to moving them and rerouting the power to bring it up to code.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Baggen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
May 1, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
CM Project No. 3029, HKS Project No. 5787

Subject: CMC #95, Re-route power to relocated cooling tower and fan motors

Dear Johnny:

Please find attached the above referenced Proposed Change, to re-route permanent power to the relocated cooling tower and fan motors.

This change was an unforeseen condition. This work is scheduled to begin in the near future, please provide a CCD or Change Order immediately.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,
CADENCE McSHANE CORPORATION

Bobby Paré
Project Manager

Enclosures
Bk
D1
File
## Proposed Change Order

**Owner:** Dallas County Engineering & Project Management  
**Job No:** 3029  
**Name:** Henry Wade Juvenile Justice Center  
**Description:** Re-caulk power in the released existing shower and the months  
**Contact:** Brenda Russell

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<th>Material Cost</th>
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**Balance of Job Duration (months):** 22

### Exclusions and Qualifications

1. All work will be performed by CMC subcontractors.

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**Total Price with Fee:** $2,765
May 20, 2004

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC 96

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 96 dated May 1, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $1,232.00. The change was need to install power to door dk113. The door indicates to have an intercom and to be controlled remotely, however no power was shown on the contract documents.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/ attachments
    File w/ attachments
May 1, 2004

Mr. Johnny Lutrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
CM Project No. 3029, HKS Project No. 5787

Subject: CMC #96, Electrical revisions to two doors changed in PC 11

Dear Johnny:

Please find attached the above referenced Proposed Change, to add power to two doors changed in PC 11 hardware change.

This change was an unforeseen condition. This work is scheduled to begin in the near future, please provide a CCD or Change Order immediately.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,
CADENCE McSHANE CORPORATION

Bobby Parét
Project Manager

Enclosures
Bk
DI
File
# Proposed Change Order

**CADENCE McSHANE CORPORATION**

**Owner:** Dallas County Engineering & Project Management

**Job No.:** 1012

**PROJECT MANAGER:** Tommy Perri

**DESCRIPTION:** Electrical Revised to two doors changed in PC 11

**BALANCE OF JOB DURATION (MONTHS):** 12

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**** EXCLUSIONS AND QUALIFICATIONS ****

1. All work will be performed by CMC subcontractor.

**SUBTOTAL**

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**TOTAL PRICE WITH FEE:** $1,232
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<td>Fax:</td>
<td>214 969-3397</td>
<td>cc:</td>
<td>Bill Klekotta, file, BP, DL</td>
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Comments:

Johnny,

I could only find the back up material so I re-did it.

Bobby
May 21, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
CM Project No. 3029, HKS Project No. 5787

Subject: CMC #98, Circuits for Computer Room

Dear Johnny:

Please find attached the above referenced Proposed Change, for the circuits for the computer room. This change was an unforeseen condition.

This work is scheduled to begin in the near future, please provide a CCD or Change Order immediately.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,

CADENCE McSHANE CORPORATION

[Signature]
Bobby Parét
Project Manager

Enclosures
Bk
D1
File
## Proposed Change Order

**Cadence McShane Corporation**

**Job No.:** 30453

**Project Manager:** [Name Redacted]

**Proposal Request No.:** 98

**Balance of Job Duration (months):** 12

### Phase Breakdown

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| TOTALS | 0 | 0 | 0 | 0 | 6,760 | 6,760 |

**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

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**TOTAL PRICE WITH FEE**: 7,339

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**Received Time**: May 21, 3:24 PM
July 21, 2004

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC 99

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 99 dated June 24, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $1,866.00. This change is needed in order to provide the correct power to all chillers on the site. This was an unforeseen condition.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/attachments
    File w/attachments
June 24, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
CM Project No. 3029, HKS Project No. 5787

Subject: CMC #99 Rewire of Chiller Feeders

Dear Johnny:

Please find attached the above referenced Proposed Change, for rewiring of the chiller in the central plant. This was a unforeseen condition.

This work is scheduled to begin in the near future, please provide a CCD or Change Order immediately.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,

CADENCE McSHANE CORPORATION

Bobby Parét
Project Manager

Enclosures
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**TOTALS**

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**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

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**TOTAL PRICE WITH FEE**

$1,866
July 21, 2004

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC 100

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 100 dated May 27, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $3,746.00. This change is needed in order to provide circuits and breakers for the heat trace tape at the roof. This is an owner requested change.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
Pei Basgen w/ attachments
Jim Nunn w/attachments
File w/attachments
May 27, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
CM Project No. 3029, HKS Project No. 5787

Subject: CMC #100, Power to Heat Trace on Roof PC-35

Dear Johnny:

Please find attached the above referenced Proposed Change, for the circuits and breakers for the power to the roof for the heat trace.

This work is scheduled to begin in the near future, please provide a CCD or Change Order immediately.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,

CADENCE McSHANE CORPORATION

Bobby Parét
Project Manager

Enclosures
Bk
Dl
File
## PROPOSED CHANGE ORDER

**Cadence McShane Corporation**  

**OWNER:** Dallas County Engineering & Project Management  
600 Commerce St. Ste 900  
Dallas, Texas 75202  

**JOB NO:** 3029  
**NAME:** Henry Wade Juvenile Justice Center  
**DESCRIPTION:** Power for test areas  

**PROJECT MANAGER:** Bobby Pate  
**PROP'D REQUEST NO:** 100  
**BALANCE OF JOB DURATION (MONTHS):** 21  

**CONTACT:** Bernie Blissett

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****** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

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**TOTAL PRICE WITH FEE**  
$3,746

**RECEIVED TIME** MAY 27, 11:33AM
July 21, 2004

Bernie Blanton  
Dallas County Engineering  
600 Commerce Street 9th Floor  
Dallas, Texas 75202

RE: HENRY WADE EXPANSION  
HKS Project No. 5787  
CMC 102

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 102 dated June 24, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $826.00. This change is needed in order to provide a telephone outlet in the elevator equipment room per code. This was an unforeseen condition.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull  
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments  
    Pei Basgen w/ attachments  
    Jim Nunn w/ attachments  
    File w/ attachments
June 24, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
CM Project No. 3029, HKS Project No. 5787

Subject: CMC #102; HKS PC #2: Telephone Jack in Elevator Room

Dear Johnny:

Please find attached the above referenced Proposed Change, for the telephone jack in the elevator room. This was an unforeseen condition.

This work is scheduled to begin in the near future, please provide a CCD or Change Order immediately.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,

CADENCE McSHANE CORPORATION

[Signature]
Bobby Parét
Project Manager

Enclosures
Bk
Di
File
## PROPOSED CHANGE ORDER

**OWNER:** Dallas County Engineering & Project Management  
**JOB NO:** 3029  
**NAME:** Jesse Wade Juvenile Justice Center  
**DESCRIPTION:** Telephone Jack in Elevator Room  
**PROJECT MANAGER:** Bobby Paredes  
**REQUEST NO:** 102  
**Remaining Duration:** 22 months

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**TOTALS**  
|       |       |       |       |       |       |       |       |       |       |       | $724 |

***EXCLUSIONS AND QUALIFICATIONS***

1. All work will be performed by CMC subcontractors.

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**TOTAL PRICE WITH FEE:** $836
July 21, 2004

Bernie Blanton  
Dallas County Engineering  
600 Commerce Street 9th Floor  
Dallas, Texas 75202

RE: HENRY WADE EXPANSION  
HKS Project No. 5787  
CMC 104

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 104 dated June 24, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $1,797.00. This change is needed in order to remove the plaster ceiling at the cart wash area. This demolition was not noted on the documents. This was an unforeseen condition.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull  
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments  
Pei Basgen w/ attachments  
Jim Nunn w/ attachments  
File w/ attachments
June 24, 2004

Mr. Johnny Luttrull  
HKS  
1919 McKinney Ave.  
Dallas, Texas  75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
CM Project No. 3029, HKS Project No. 5787

Subject: CMC #104 Remove Plaster Ceilings K111

Dear Johnny:

Please find attached the above referenced Proposed Change, for removing plaster ceiling at the cart wash area. This was an unforeseen condition.

This work is scheduled to begin in the near future, please provide a CCD or Change Order immediately.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,

CADENCE McSHANE CORPORATION

Bobby Parét  
Project Manager

Enclosures  
Bk  
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**** EXCLUSIONS AND QUALIFICATIONS****

1. All work will be performed by CMC subcontractors.

SUBTOTAL                          $1,575

| 01-2115-2 | INSURANCE/BOND      | 3.41%  | $59  |
|           | P & P BOND          | 0.00%  | $0   |
| 99-2000-0 | FEE ON SUBCONTR     | 10.00% | $163 |
|           | **TOTAL FEE**       |        | $222 |

TOTAL PRICE WITH FEE               $1,797
July 23, 2004

Bernie Blanton
Dallas County Engineering
600 Commerce Street 9th Floor
Dallas, Texas 75202

RE: HENRY WADE EXPANSION
HKS Project No. 5787
CMC 105 Additional Fire Alarm Devices

Dear Mr. Blanton:

Please find enclosed a copy of cost information submitted by Cadence McShane proposal number 105 dated July 20, 2004. We have reviewed this information and to the best of our knowledge and belief, it represents a fair and reasonable request in the amount of $32,143.00. This change was requested with the Senior Fire Protection Engineer for the City of Dallas Fire Department.

If you have any questions, or you require any additional information, please feel free to contact me at your convenience.

Best Regards,

Johnny T. Luttrull
Construction Administrator

Attachments

cc: Paul Liptak w/ attachments
    Pei Basgen w/ attachments
    Jim Nunn w/ attachments
    File w/attachments
July 20, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
   CM Project No. 3029, HKS Project No. 5787

Subject: CMC #105; Additional Fire Alarm Devices

Dear Johnny:

Please find attached the above referenced Proposed Change, to furnish and install the additional fire alarm devices added to this project by the Senior Fire Protection Engineer during the plan review.

This work has started in order to maintain the schedule for the project and will require your immediate attention.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,

CADENCE McSHANE CORPORATION

Bobby Parét
Project Manager

Enclosures
   Bk
   D1
   File
# Proposed Change Order

**Owner:** Dallas County Engineering & Project Management  
**Job No:** 3019  
**Project Manager:** Bobby Pate  
**Prop. Request No:** 165  
**Balance of Job Duration (Months):** 22  

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**Totals**: 0 0 0 0 28,164 28,164

**Exclusions and Qualifications**

1. All work will be performed by CMC subcontractors.

**Subtotal**: $28,164

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**Total Fee**: $5,979

**Total Price with Fee**: $32,143

---

**Received Time:** 9/29/96 9:10 AM
January 22, 2004

Mr. Johnny Luttrull
HKS
1919 McKinney Ave.
Dallas, Texas 75201-1753

RE: Henry Wade Juvenile Justice Center Expansion
CM Project No. 3029, HKS Project No. 5787

Subject: CMC #73 Revised, HKS-025; Change in Carpet and Base

Dear Johnny:

Please find attached the above referenced Proposed Change. To accommodate the PC, I have priced it as three separate options.

Option #1 Change carpet to Lee’s Faculty IV
Credit ($1,825)

Option #2 Delete furnishing carpet and base, Install Only
Credit ($17,300)

Option #3 Delete carpet from contract
Credit ($21,400)

This is an owner requested change. Please advise concerning which option the County would like to proceed with and authorize us to proceed as soon as possible.

Should you have any questions regarding this proposed change, please contact the undersigned.

Sincerely,
CADENCE McSHANE CORPORATION

Bobby Parét
Project Manager

Enclosures
Bk
D1
File
From:  Bobby Paret <bparet@cadencemcshane.com>
To:    "Bernie Blanton (E-mail)" <bblanton@dallascounty.o... 
Date:  Tue, Mar 2, 2004 10:59 AM
Subject:  Change Order #3

There is a problem with Change Order #3. The Change Order included the
credit for the deletion of the carpet installation in the amount of ($20,  
645) based on my letter dated Jan. 5, 2004. This amount was revised on Jan.  
22, 2004 to an amount of ($17,300) once all the clarifications were  
established. Please revise Change Order #3 to show the proper amount for  
the carpet credit.

Bobby Paret 
Project Manager 
214 631-2873

CC:  "Johnny Luttrull (E-mail)" <jluttrull@hksinc.com>, ...

Requested revision of credit amount to not furnish carpet, install only, from #20,645
 to #17,300 verified by actual installation measurement.

B. Blanton
MEMORANDUM

TO: The Honorable Commissioners Court

FROM: Jim Hamlin, District Clerk, Dallas County
       Cynthia Figueroa Calhoun, Dallas County Clerk

RE: Termination of Bulk Sale of Criminal Data

DATE: August 3, 2004

PURPOSE

The purpose of this memorandum is to recommend that the contracts for the bulk sale of criminal data be terminated.

BACKGROUND

Dallas County currently provides criminal and civil judicial records on computer tapes to private individuals and entities, which in turn sells information to the public. The County enters into Computer Services Agreements with these purchasers and extracts the data off of the County's computer system and sells the information in bulk.

The District Clerk and the County Clerk, as custodians of this judicial information pursuant to Texas law, do not want criminal data to be sold in bulk. There are concerns that the companies that purchase this information will not update their database when there are expunctions and orders of non-disclosure.

The Public Information Act, Chapter 522 of the Texas Government Code, provides that certain information maintained by a governmental body is public information. However, this Act does not apply to the judiciary or the records kept by or for the judiciary, including records kept by the District and County Clerks that are maintained on the County’s computer system. Additionally, under Tex. Loc. Gov't Code § 191.008, a commissioners court may not publicly release judicial records contained on a computerized electronic information system unless the custodians of the records agree to the release and manner of release in writing.

The companies that purchase criminal information in bulk include: Volunteer Center of Dallas County; Accu-Source, Inc.; DAC Services; Tenant Tracker, Inc.; Data Base Technologies;
National Crime Reporting Systems, Inc.; The Daily News; Allied Companies; Intelligent Data Source, L.P.; First American Registry; Court Ventures, Inc.; Shadow Soft Inc; West Group; Verifacts Inc.; Accutrend; AmRent; Tyler-McLennon Inc.; Bender & Beatty, Inc.; and National Crime Reporting, LLC. The clerks request these contracts for the sale of criminal data in bulk be terminated entirely or the provisions in contracts pertaining to the sale of bulk criminal data be terminated. Contracts for civil data will not be terminated.

RECOMMENDATION

The Clerks recommend that the contracts for the bulk sale of criminal data be terminated or any provisions of any contract to provide criminal data in bulk be terminated if the contracts are also for civil or other data. The Clerks also recommend that the appropriate county departments aid in the termination of these contracts.
TO: Members of Commissioners Court

FROM: Randy Powell
ATOS Origin Lead Consultant

THRU: Rodney Christian
Dallas County Sr. Project Manager

SUBJECT: Briefing on the Novell Server Consolidation / GroupWise Stabilization Project

DATE: August 17, 2004

Background:

Dallas County currently uses Novell Netware as its primary networking operating system, and Novell GroupWise as its primary e-mail and scheduling system. Dallas County currently has 26 authentication, file and print servers distributed throughout the County. A centralization and consolidation of e-mail servers was previously conducted in order to bring the GroupWise environment to a supported version for web access in support of wireless PDA deployments.

Unfortunately, the current deployment of Novell Netware does not support clustering (automatic fail over) of the post offices, which minimizes the possibility for outages. In order to provide for resilience within GroupWise in a manner required for this critical infrastructure system, it will require not only an upgrade of Netware on the Post Office systems, but also all deployed Novell Servers. This deficiency was exhibited recently by the extended duration of downtime caused by the GroupWise Post Office failure.

During the Storage Management Architecture assessment, a Novell server consolidation and upgrade was recommended and placed on the 12 month IT Tactical Roadmap following Centralized Oracle Database deployment. The Oracle deployment is nearing completion and the Novell environment has become critical. It is important for the Novell Consolidation and upgrade to occur and be followed with a stabilization of the GroupWise e-mail environment using Novell Clustering and the resilience provided by the storage architecture implementation.

Project Goal:
The Novell Server Consolidation project will consolidate the authentication, file and print servers currently used throughout Dallas County from 26 servers to 3. These 3 servers will provide all the current capabilities of the existing servers with a more robust, better-supported environment. This should provide Dallas County with stabilization, improved support, improved monitoring capabilities, consolidated change management, optimized back up and recovery, and better leveraging of the storage management architecture.

The Novell GroupWise stabilization will provide for an operating system that supports clustering (automatic fail over) for the post office servers as well as increased resilience of all data storage to leverage the existing SAN deployed within Dallas County as part of the storage management architecture.

Project Benefits:
The proposed Novell Server Consolidation and GroupWise stabilization project will benefit the county in several manners as well as being a key step in the Strategic Enterprise Architecture of the County.

As part of the Dallas County Strategic IT Plan, the Storage Management Architecture is a key enterprise infrastructure solution. This storage management architecture defines storage requirements and benefits for various
types of critical business data within the County. The Novell Consolidation capitalizes the benefits of that architecture by leveraging high-available storage for business file management as well as using the County Storage Area Network (SAN) infrastructure for GroupWise Post Office data to provide increased performance, resilience, and a higher quality support structure for our critical collaboration capabilities.

The Storage Management Assessment proposes a 3-phased server consolidation project that reduces Dallas County's costs as well as providing increased capabilities for today and positioning Dallas County for tomorrow's IT needs. Novell Consolidation, in conjunction with Database Consolidation and Windows Systems Consolidation, provide a five-year cost reduction plan in excess of $2M for the county. This project is the 2nd phase in this 3-phased consolidation process. By consolidating Novell servers during the Netware operating system upgrade project, Dallas County will reduce the hardware costs by approximately $100K dollars by reducing server purchases required to meet minimum specifications. It will also implement a structure that facilitates higher quality support and disaster recovery capabilities.

**Operational Impact:**
The proposed Novell Server Consolidation project will be completed in two steps.

**Phase 1 – NetWare upgrade**
Phase 1 is focused on implementing the upgraded Novell Netware operating system. In this phase we will have to build the new authentication, file and print servers. This will require two passes in order to get these servers upgraded to the latest releases. We will need to migrate all existing users (department by department) to the new upgraded servers. This phase will take approximately 4 months to complete in order to consolidate all distributed servers.

**Phase 2 – GroupWise stabilization**
Phase 2 is focused on using the available clustering capabilities within the latest Novell Netware Operating system to provide a fault tolerant GroupWise deployment. In this phase we will upgrade the operating system of the GroupWise servers and move the e-mail databases to the SAN to leverage its storage capacity and resiliency.

This phase will take approximately 1 month and will require phase 1 to be complete prior to introducing the new post office architecture.

**Financial Impact/Considerations:**
The total cost of this project includes additional hardware, software, and services to complete the above objectives. It is a key objective of Atos Origin to provide Dallas County with the appropriate architecture for support of critical systems. Since this architecture will also enhance Atos Origin's support capabilities, Atos Origin will be providing the services identified in this briefing (consolidate the Novell servers and stabilize the GroupWise environment) at no cost to Dallas County.

The major cost components for this project are:

**Project Services Cost**

**Labor:**
- Project Management ........................................ $ 30,400
- Novell Consolidation ........................................ $ 73,800
- GroupWise Stabilization ..................................... $ 17,000
- Novell Technical Consolation ............................... $ unknown

Atos Origin Project Services Cost Sub-Total: ................ $ 121,200
Atos Origin Billable Cost Sub-Total: ........................... $ 0

**Project Hardware/Software Cost**

**Hardware:**
- Replication Servers (2 Dell 1750 Servers) ................. $ 14,000
- EMC Fiber Channel NIC cards (4 for PO configuration) .... $ 2,000
- EMC SAN disk expansion (1TB) .............................. $ 35,000

Project HW/SW Cost Total: ........................................... $ 52,600
The total cost to the County for the Novell Consolidation and GroupWise stabilization project is $52,600.

*During this project, a finalized system architecture definition and design will be delivered to Dallas County. It is possible for variations to these initial hardware requirements to change. Any modifications will be brought back to the court for approval.

**Funding:**
The hardware cost of the project will be funded from the Major Technology Fund (Fund 195) unallocated funds.

**Recommendation:**
I recommend that the Commissioner’s Court approve the Novell Consolidation and GroupWise Stabilization Project and funds the project to the amount of $52,600 from the Major Technology Fund (fund 195) unallocated funds.

Reviewed By: [Signature]
Rodney Christian
Sr. Project Manager
August 24, 2004

To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Old Red Phase II Interior Finishout Project

BACKGROUND
On June 17, 2004, two competitive sealed proposals were received for the Old Red Phase II interior finishout project. The project involves completing the finishout on the first floor and all of the second, third, and fourth floors. Proposals were submitted by Thomas S. Byrnes and J. E. Dunn. The low base bid was submitted by Thomas S. Byrnes in the amount of $11,928,000, which is substantially above the budget allotted for this project.

Since the bid opening, staff and the design team have been reviewing a variety of alternatives to reduce the project cost. At this point in the negotiation process, staff has received an “offer sheet” from Thomas S. Byrnes which reduces the construction cost to $9,934,000. This offer sheet, plus an accompanying value engineering log describe the proposed changes.

IMPACT ON OPERATIONS
This revised proposal will enable the County to do the Phase II interior finishout work. It will leave the southeast quadrant on the fourth floor in a substantially unfinished state, which is what happened in the 1890’s when the building was originally constructed.

FINANCIAL IMPACT
As of August 18, 2004, the unencumbered balance in the Old Red Project budget in the Major Capital Improvement Program is $5,592,903.70. The Old Red
Foundation has committed $4,500,000 to the Phase II interior finishout. This totals $10,092,903.70.

**M/WBE**

Thomas S. Byrnes is a certified M/WBE general contractor. A copy of the M/WBE submittal is attached.

**LEGAL IMPACT**

If the Commissioners Court approves the revised offer, a contract will be prepared with the assistance of the Civil District Attorney’s office and presented to the Court in September.

**RECOMMENDATION**

Staff recommends acceptance of the “offer sheet” from Thomas S. Byrnes for the Old Red Courthouse Phase II interior finishout project. If the Commissioners Court concurs, staff will work with the Civil District Attorney’s office to prepare a construction contract for consideration in September.

Recommended by:

Dan Savage, Assistant Administrator for Operations

Attachments
Offer Sheet

Old Red Courthouse, Phase II Restoration

Proposal for Lump Sum Contract For Old Red Courthouse Restoration Project Phase Two. Proposal of Thos. S. Byrne, Ltd. A partnership doing business in the State of Texas as a General Contractor.

To: The Dallas County Purchasing Agent
   Records Building, 6th Floor
   509 Main St., Room 623
   Dallas Texas 75202

Honorable County Judge and Commissioners:

Thos. S. Byrnes, Ltd. In compliance with your request for bids for general construction of the Old Red Courthouse, Restoration Project, Phase Two having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials, and labor, hereby proposes to furnish all labor, materials, services, equipment and documents, within the time set forth herein and at the price stated thereinafter, to cover all expenses incurred in the performance of the work required under the Contract Documents of which this proposal is a part.

All of the work is to be performed in accordance with the terms and conditions set forth by the original proposal with the addition of or the exceptions to that are identified by the revisions itemized in Attachment A and the values established by this proposal.

<table>
<thead>
<tr>
<th>Item</th>
<th>Materials Inc. into project</th>
<th>Labor, Overhead and Profit</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Base Proposal</td>
<td>$6,134,590</td>
<td>$5,793,410</td>
</tr>
<tr>
<td></td>
<td>Accepted alternates per Attachment A</td>
<td>-$769,035</td>
<td>-$1,153,553</td>
</tr>
</tbody>
</table>

Current Proposal amount

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Alternates:</td>
<td></td>
</tr>
<tr>
<td>1. Marble Wainscot</td>
<td>$107,000</td>
</tr>
<tr>
<td>2. Wood Wainscot</td>
<td>$21,000</td>
</tr>
<tr>
<td>3. Wood paneling in Turrets (segmented)</td>
<td>$64,000</td>
</tr>
<tr>
<td>4. Ceramic Floor Tile</td>
<td>$21,000</td>
</tr>
<tr>
<td>5. Cast Iron Stair for 4th level</td>
<td>$98,000</td>
</tr>
<tr>
<td>6. Steel Framing for mezzanines</td>
<td>$28,000</td>
</tr>
<tr>
<td>7a Complete finish out of two turret spaces on fourth floor. (412a &amp; 412b)</td>
<td>$40,000</td>
</tr>
<tr>
<td>7b Complete finish out of Lecture Rm. 412.</td>
<td>$27,000</td>
</tr>
<tr>
<td>7c Finish out Ceiling for rooms 412, 412a, and 412b. Include HVAC &amp; Electric. Do not include cost of chandeliers</td>
<td>$36,000</td>
</tr>
<tr>
<td>7d Provide upgrades to unfinished rooms 412, 412a, and 412b to allow usage. That is, provide inexpensive carpet, paint existing walls, and move conditioned air into the space.</td>
<td>Allowance $30,000</td>
</tr>
<tr>
<td>8. Modernize existing elevator. This elevator equipment and finishes would be comparable to new elevator as modified by Attachment A</td>
<td>$56,800</td>
</tr>
<tr>
<td>Note: All alternate pricing is based upon acceptance so as not to interfere with the construction schedule. Thos. S. Byrne will provide milestone dates along with the construction schedule that will state: &quot;Must be accepted by&quot; date.</td>
<td></td>
</tr>
</tbody>
</table>

3. Unit Prices
   a Base Bid includes removal of 10,000 sf of unbonded plaster on existing masonry walls.
      To add or deduct from this square footage, the unit cost per square foot is:
      Delete unbonded plaster: $2.50
      Add plaster: $22.50

Thos. S. Byrne
OFFER SHEET

b. To add or delete a historic door, its hardware and installation the unit cost is $3,500

To provide and install one 5 foot +/- wide flat arched stained glass lunette behind existing curved glass sash in turret as follows: stained white oak frame, brass latch at top, brass hinges at bottom, restraining brass chains, minimum quantity 10, stained glass allowance $4,000 each lunette — the unit cost is $4,575

d. To provide and install one 4'-6" +/- wide flat arched stained glass lunette behind existing curved glass sash in turret as follows: stained white oak frame, brass latch at top, brass hinges at bottom, restraining brass chains, minimum quantity 10, stained glass allowance $4,000 each lunette — the unit cost is $4,600

4. Extra Work
   Allowance to Contractor for overhead and Profit for extra work performed by undersigned own forces is 15%
   Allowance to Contractor for overhead and Profit for extra work performed by subcontractor and supervised by the undersigned is 10%.

5. Performance and Payment Bond
   The undersigned agrees, if awarded the contract to execute and deliver to the Owner within 10 days after signing the contract a performance and statutory payment bond.

6. Insurance
   The undersigned agrees, if awarded the contract to execute and deliver to the Owner within 10 days after signing the contract the certificates of insurance, as required.

Thos. S. Byrne, Ltd.
2777 Stemmons Fry, #998
Dallas Texas 75207
Signature of Officer

Witness: Cindy Rogan
2777 Stemmons Fry, #998
Dallas Texas 75207
Signature of Witness

Michael Loinette, VP
August 17, 2004

Cindy Rogan
August 17, 2004
A Accepted Alternates

Note: These changes were presented as potential cost reductions. Thos. S. Byrne, and its subcontractors will work to minimize additional documentation and will provide "as built" reflecting the changes. None of these items include design.

1. Delete the requirement for Titanium Nitrate on the wails adjacent to the elevator and replace with Muntz #8, mirrored stainless steel.
2. Simplify elevator equipment in accordance with the data from Thyssen Krupp Elevators (See Agreement for Elevator modernization from Thyssen Krupp Elevator, dated August 6, 2004) as modified by Alternates 4, 5, and 6.
3. Delete Titanium Nitrate where indicated on elevators and replace with Muntz No. 8 mirrored finish. (Both cars)
4. Delete engraving from hoistway doors. (Both Cars)
5. Do not upgrade existing elevator. See Alternate 8 for provisions to add at later date.
6. Revise partitions on first floor to match existing conditions. (Verified exiting conditions vs. drawings)
7. Delete ornamental metal at elevator archways; provide plaster archways.
8. Change acoustical plaster at 204a & b, 208a & b, 211a & b, and 213a & b to plaster (turrets).
10. Provide metal stud gypsum board walls and plaster skim coat in lieu of clay tile masonry walls.
11. At grand stair: use A36 steel plate in lieu of solid ductile iron stringers.
12. At grand stair: use A36 round tubing for columns in lieu of ductile iron.
13. At grand stair: use 3/8" A36 water jet steel plate for all risers and side plates above the first landing.
14. At grand stair: eliminate the two new large newels and substitute two new newels.
15. Paint grade oak for 3rd level restrooms in lieu of stained, select white oak.
16. Provide Southern Oak wood species at all finish areas in lieu of White Oak (base, wainscot, door and window casing, doors, and millwork).
17. Provide flat (segmented @ 12") paneling in lieu of curved at turrets.
18. Delete engraving at all door hardware.
19. Change doors 310 thru 325 from paneled "C" doors to flush paint grade birch - field finish.
20. Delete Transom hardware (make fixed units)
22. Delete raker/wainscot at stair (tiles: W1, CP1, W2, B2) and replace with plaster.
23. Delete tile aprons at carpeted corridors.
24. Mechanical and Plumbing revisions. See Section B Mechanical Specifications, of this attachment.
25. Utilize existing George Allen piping, immediately, eliminating temporary provisions.
26. Delete domestic HW except for Catering 127, Chair Storage 417 and Janitors Closets.
27. Provide alternate, (equal) manufacturers for non custom light fixtures.
28. Provide PVC conduit in lieu of GRC in basement crawl space.
29. Delete GFI protection on motor starters.
30. Consolidate electrical branch panels.
31. Delete metal grating catwalks to AHU's in attic.
32. Revise attic structure to accommodate HVAC alternate.
33. Revise Carpet from $40/sqy to $35/sq
34. Eurospan on gypsum board ceilings in lieu of acoustical plaste at the 7 "courtrooms". Turrets are plaster.
35. Revise Custom Light Fixture allowance from $160,000 to $135,000.
36. Delete the $48,000 allowance for lunettes. Lunettes are excluded from this contract.
37. Include an allowance of $5,000 for street rentals and lane closings during construction.
B Mechanical Revision Specifications
   I Plumbing
      a. Waste, vent and storm drain piping shall be Schedule 40 PVC with solvent welded joints both above and below grade (except where exposed to R/A plenums, that piping will be 11HCl) connected to existing systems within the building. The existing sewage/elevator sumps will be replaced as shown.
      b. Domestic water systems shall be type 'M' copper with soldered joints using 95/5 solder (except at 'T-drilled' tees, these joints will be brazed with SILFOS) with ball valves for shutoff and balancing service. Piping will be connected to the existing system within the building.
      c. Chilled water piping systems above grade will be Schedule 40 black steel pipe (A-53) with grooved joints for piping larger than 2-1/2" (underground piping will be pre-insulated with welded joints extended from the adjacent underground parking garage CHS/R taps). Piping 2" and smaller will be type 'M' copper with soldered joints (similar to the domestic water piping). Piping insulation will be molded fiberglass types with ASJ and vapor barrier mastic where necessary. Pumps and hydronic accessories will be standard products as manufactured by TACO HWS/R piping will be the same as CHS/R - heating water will be provided via a steam heat exchanger from the existing steam source, with a new CRU.
      d. Domestic hot water will be provided by instantaneous water heaters at the (4) mop sinks and the sinks in room 127 and 417 only - other plumbing fixtures will be cold water only.
      e. Water closet plumbing fixtures are wall mounted with standard style flush valves - both normal and handicapped heights - number as shown on the plans.
      f. Urinal plumbing fixtures are wall mounted with standard style flush valves - both handicapped and normal mounting heights - number as shown on the plans.
      g. Lavatory plumbing fixtures will be countertop mounted with commercial grade faucets - both normal and handicapped mounting heights - number as shown on the plans.
      h. Mop basin plumbing fixtures will be 24/24 floor mounted, "molded stone" with wall mounted faucet/hose - number as shown on the plans.
      i. Floor drain plumbing fixtures will be as shown, except no new floor drains will be required in the basement.
      j. EWC's will be hi-lo barrier free models as required by TAS.
      k. All plumbing fixtures/trim will be in accordance with TCEQ/TAS standards.
II. HVAC Systems:
   a. Heating and cooling will be provided by (3) size 61 AHU's located in the attic area on structural steel supports with the following features:
      1. CH and HW coils - copper tube and aluminum fins.
      2. Economizer/mixing sections with relief/exhaust and fresh air dampers.
      3. Supply and return fans on isolated fan sills with VSD's.
      4. Modular double wall construction with hinged access doors.
      5. Filter sections with 2" thick pleated filters (30% efficiency).
      6. Each unit weights approximately 13,000 pounds and is 26'-3" long by 9'-9" wide by 8'-8" tall.
   b. Air distribution systems will be constructed of sheet metal ducts in accordance with SMACNA standards with blanket insulation as a low pressure VAV system. Air distribution will be basically as shown on the plans, with modifications as necessary to suit the AHU/VAV arrangement.
   c. Exhaust fans will be provided for all toilet rooms as shown on the plans.
   d. The (3) AHU's are zoned as EAST, WEST and CENTER units:
      1. East and West units basically provide heating/cooling to the 2nd, 3rd and 4th levels of the building (the eight large rooms, etc.)
      2. The center unit will provide heating/cooling to portions of the 2nd, 3rd, and 4th levels, as well as all of the first floor (via the center chases adjacent to the grand stairs to the basement level).
      3. Attic areas will be 'temporarily' conditioned by the relief/exhaust air from the AHU's and emergency freeze protection will be provided by (5) 10kw electric unit heaters spaced around the perimeter.
      4. Each AHU will have an electric (steam generating) humidifier for winter humidity control.
      5. The operation and sequence of control for the CI/HW/AHU/VAV, etc. will be through a DDC based system with an operator workstation and two (8) hour training sessions for the owner's staff.
   e. All selections are based on the following criteria:
      1. Equipment sizing is based on the loads shown on the plans.
      2. Zoning will be basically as shown on the plans (approximately 48 VAV's)
      3. All new equipment/work (pipe, duct, insulation, etc) will be in accordance with City of Dallas energy/mechanical/plumbing codes.
<table>
<thead>
<tr>
<th>Number</th>
<th>Item Description</th>
<th>Date Initiated</th>
<th>Preliminary Order of Magnitude Costs</th>
<th>Owner Approval Code</th>
<th>THC Required Resol. Date</th>
<th>Amount Accepted (1 or 2)</th>
<th>Amount Rejected (3 or 4)</th>
<th>Amount in Progress (2)</th>
<th>Remarks:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delete requirement for Titanium Nitrate and replace with mirrored stainless steel.</td>
<td>07/06/04</td>
<td>C $30,000</td>
<td>1 A</td>
<td></td>
<td>($30,000)</td>
<td></td>
<td></td>
<td>Delete card reader capabilities, synchronized controls</td>
</tr>
<tr>
<td>2</td>
<td>Simplify elevator equipment</td>
<td>07/06/04</td>
<td>B $15,000</td>
<td>1 A</td>
<td></td>
<td>($15,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2a</td>
<td>Delete Titanium Nitrate where indicated on elevators and replace with Muntz No. 8 mirrored finish. Both Cabs)</td>
<td>06/04/04</td>
<td>B $6,000</td>
<td>1 A</td>
<td></td>
<td>($12,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2b</td>
<td>Delete engraving from hoistway doors (Both Cabs)</td>
<td>08/04/04</td>
<td>C $4,000</td>
<td>1 A</td>
<td></td>
<td>($8,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Do not upgrade existing elevator (future)</td>
<td>07/06/04</td>
<td>B $145,000</td>
<td>1 A</td>
<td></td>
<td>($135,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Delete stone toilet partitions replace with stainless-steel. Baked enamel</td>
<td>07/06/04</td>
<td>C $12,000</td>
<td>4 A</td>
<td></td>
<td>($12,000)</td>
<td></td>
<td></td>
<td>See 4a</td>
</tr>
<tr>
<td>4a</td>
<td>Change toilet partitions at third floor from Tennessee to white</td>
<td>09/04/04</td>
<td>C $2,000</td>
<td>1 A</td>
<td></td>
<td>($2,000)</td>
<td></td>
<td></td>
<td>Not value</td>
</tr>
<tr>
<td>5</td>
<td>Revise partitions on first floor to match existing conditions (verify cost vs. dwgs)</td>
<td>07/06/04</td>
<td>C $2,000</td>
<td>4 NA</td>
<td></td>
<td>($5,200)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Delete ornamental metals at archways, at elevator openings, Arch is plaster.</td>
<td>07/06/04</td>
<td>C $20,000</td>
<td>3 P</td>
<td></td>
<td>($58,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Delete re-finishing of ornamental plaster cove (Future?)</td>
<td>07/06/04</td>
<td>C $30,000</td>
<td>3 P</td>
<td></td>
<td>($80,000)</td>
<td></td>
<td></td>
<td>Not value</td>
</tr>
<tr>
<td>8a</td>
<td>Change acoustical plaster ceilings in courtroom #409 to acoustical tile. Armstrong Optima</td>
<td>07/06/04</td>
<td>C $17,922</td>
<td>4 P</td>
<td></td>
<td>($17,922)</td>
<td></td>
<td></td>
<td>See new alternatives</td>
</tr>
<tr>
<td>8b</td>
<td>Change acoustical plaster ceilings in courtroom # 409 to gypsum ceilings with plaster skim coat.</td>
<td>07/21/04</td>
<td>C $10,205</td>
<td>3 A</td>
<td></td>
<td>($10,205)</td>
<td></td>
<td></td>
<td>See new alternatives</td>
</tr>
<tr>
<td>8c</td>
<td>Change acoustical plaster ceilings in museum rooms # 204, 208, 211, 214 to acoustical tile.</td>
<td>07/21/04</td>
<td>C $127,560</td>
<td>4 P</td>
<td></td>
<td>($127,560)</td>
<td></td>
<td></td>
<td>See new alternatives</td>
</tr>
<tr>
<td>8d</td>
<td>Change acoustical plaster ceilings in museum rooms # 204, 208, 211, 214 to gypsum ceilings with plaster skim coat.</td>
<td>07/21/04</td>
<td>C $105,017</td>
<td>VOID</td>
<td></td>
<td>VOID</td>
<td></td>
<td></td>
<td>See Tom Smith Letter</td>
</tr>
<tr>
<td>8e</td>
<td>Change acoustical plaster at 204, 208, 211, 213 to plaster.</td>
<td>08/04/04</td>
<td>C $60,000</td>
<td>4</td>
<td></td>
<td>($60,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8f</td>
<td>Change acoustical plaster at 204a, 204a+b, 208a+b, 211a+b, 213a+b to plaster.</td>
<td>08/04/04</td>
<td>C $40,000</td>
<td>2</td>
<td></td>
<td>($40,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Delete Gilding (gold leaf paint)</td>
<td>07/06/04</td>
<td>C $32,000</td>
<td>4 P</td>
<td></td>
<td>($32,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Provide metal stud gypsum board walls and plaster skim coat in lieu of clay tile masonry walls.</td>
<td>07/21/04</td>
<td>C $54,597</td>
<td>3 A-H</td>
<td></td>
<td>($54,597)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

THC COMMENTS KEY
A = acceptable
A-1 = acceptable if appearance matches historic
P = problematic
INS = insufficient info or no comment
<table>
<thead>
<tr>
<th>Number</th>
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<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Provide plaster mix to match existing formula</td>
<td>07/21/04</td>
<td>B</td>
<td>Not possible to match plaster formula from 1993</td>
<td>TBD</td>
<td>A-H</td>
<td>$0</td>
<td>Note: Addendum 4 opened specifications to &quot;or equal&quot;. Most vendors are providing &quot;or equal&quot;.</td>
<td></td>
</tr>
<tr>
<td>12A</td>
<td>Provide alternate mix from specified plaster</td>
<td>07/21/04</td>
<td>B</td>
<td>N/C</td>
<td>1</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Use A36 steel plate in lieu of solid ductile iron stringers</td>
<td>07/21/04</td>
<td>C</td>
<td>($48,000)</td>
<td>1</td>
<td>A-H</td>
<td>($48,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Use A36 round tubing for columns in lieu of ductile iron</td>
<td>07/21/04</td>
<td>C</td>
<td>($9,000)</td>
<td>1</td>
<td>A-H</td>
<td>($9,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Use 3/8 A36 water jet steel plate for all risers and side plates above the first landing</td>
<td>07/27/04</td>
<td>C</td>
<td>($24,500)</td>
<td>3</td>
<td>A-H</td>
<td>($24,500)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Eliminate the two new large newels at second for landing and substitute two small newels similar to those on upper floors..</td>
<td>07/27/04</td>
<td>C</td>
<td>($19,500)</td>
<td>1</td>
<td>P</td>
<td>($19,500)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Delete the cast iron sofit panels at all landings and replace with ?</td>
<td>07/27/04</td>
<td>C</td>
<td>VOID</td>
<td>VOID</td>
<td>A-H</td>
<td>VOID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Paint grade oak for 3rd level restrooms in lieu of plywood, select white oak</td>
<td>07/21/04</td>
<td>B</td>
<td>($1,020)</td>
<td>4</td>
<td>A</td>
<td>($1,020)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Paint stained oak over 3rd level fire doors</td>
<td>07/21/04</td>
<td>B</td>
<td>($415)</td>
<td>4</td>
<td>A</td>
<td>($415)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20a</td>
<td>Provide Southern Oak wood species at all finish areas in lieu of White Oak (base, wainscot, door and window casing, doors, and millwork)</td>
<td>07/21/04</td>
<td>C</td>
<td>($54,000)</td>
<td>2</td>
<td>A-H</td>
<td>($54,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20b</td>
<td>Simplify doors, cased openings, and corridor jambs (Includes trim work, jamb extensions, and a simplified door in lieu of spherical pinth blocks, thickened jambs, and multi-panel doors). Not be used with Alt # 20a</td>
<td>07/21/04</td>
<td>B</td>
<td>($75,000)</td>
<td>4</td>
<td>P</td>
<td>($75,000)</td>
<td>See other alternates</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Provide flat paneling in lieu of curved at turrets</td>
<td>07/21/04</td>
<td>B</td>
<td>($7,380)</td>
<td>1</td>
<td>A</td>
<td>($7,380)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Change wood grade from 'prime' to 'fair'</td>
<td>07/23/04</td>
<td>B</td>
<td>See Alt # 24</td>
<td>VOID</td>
<td>P</td>
<td>VOID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Simplify doors and hardware - Target for several items</td>
<td>07/06/04</td>
<td>B</td>
<td>VOID</td>
<td>P</td>
<td>VOID</td>
<td>See new alternatives</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Hardware (not engraved)</td>
<td>07/06/04</td>
<td>B</td>
<td>($22,420)</td>
<td>1</td>
<td>A</td>
<td>($22,420)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Verify 8 doors from addendum have been credited</td>
<td>07/06/04</td>
<td>B</td>
<td>Yes</td>
<td>VOID</td>
<td>A</td>
<td>Yes</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>26a</td>
<td>Change doors 310 thru 325 from paneled doors to flush white oak veneer.</td>
<td>07/06/04</td>
<td>B</td>
<td>($9,818)</td>
<td>1</td>
<td>A</td>
<td>($9,818)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26b</td>
<td>Change doors 310 thru 325 from paneled &quot;C&quot; doors to flush paint grade birch - field finish. Not to be used w/ Alt # 26a</td>
<td>07/21/04</td>
<td>B</td>
<td>($10,458)</td>
<td>4</td>
<td>A</td>
<td>($10,458)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item Description</td>
<td>Owner Approval Code</td>
<td>Preliminary Order of Magnitude Cost</td>
<td>THC Required Resol. Date</td>
<td>Amount Accepted (1 or 2)</td>
<td>Amount Rejected (3 or 4)</td>
<td>Amount in Progress (2)</td>
<td>Remarks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------</td>
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<td>-----------------------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delete transom windows, hinges, catches, and rods</td>
<td>C</td>
<td>$43,525</td>
<td>$4</td>
<td>P</td>
<td>($43,525)</td>
<td></td>
<td>See Alt. 27a.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delete Transom hardware (make fixed units)</td>
<td>C</td>
<td>$12,100</td>
<td>1</td>
<td>P</td>
<td>($12,100)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revise ceramic tile to use &quot;modern&quot; manufacturers' standard products (&quot;mosaics&quot;). (i.e. delete requirement for historical vendor or encaustic.)</td>
<td>B</td>
<td>$302,000</td>
<td>3</td>
<td>P</td>
<td>($302,000)</td>
<td></td>
<td>See Alt. 20b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delete requirements for encaustic tile. Use locally available standard products.</td>
<td>B</td>
<td>$200,000</td>
<td>VOID</td>
<td>A-H</td>
<td>VOID</td>
<td>TARGET SAVINGS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replace all tile in rooms 122, 123, and 124, and 416 with carpet. Keep border but replace inset with carpet at corridors on second and third floors. Reinstate tile border at fourth floor corridor. Janitors closet is exposed existing flooring. Toilets are 4&quot; hexagons, and the grand stair is assumed to be from manufacturer's standard products that match existing.</td>
<td>C</td>
<td>$359,000</td>
<td>1</td>
<td>P</td>
<td>($359,000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delete raker/wainscot at stair and landings (W1, CP1, W2, E1, E2), and replace with plaster.</td>
<td>C</td>
<td>$37,496</td>
<td>1</td>
<td>P</td>
<td>($37,496)</td>
<td></td>
<td>NOTE: Wainscot at first floor is real marble.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minor Stone Revisions, (negotiations)</td>
<td>C</td>
<td>$30,000</td>
<td>1</td>
<td>NA</td>
<td>($30,000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delete ground floor restroom marble wainscot (including remove/replace lavatories, urinals)</td>
<td>B</td>
<td>$2,587</td>
<td>4</td>
<td>A</td>
<td>($2,587)</td>
<td></td>
<td>Not used</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delete 3rd level restroom marble wainscot</td>
<td>C</td>
<td>$6,070</td>
<td>4</td>
<td>A</td>
<td>($6,070)</td>
<td></td>
<td>Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delete tile aprons at carpeted corridors</td>
<td>B</td>
<td>$4,860</td>
<td>1</td>
<td>A</td>
<td>($4,860)</td>
<td></td>
<td>See Alt. 25b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Split system with hot water (3 AHUs, 3 remote condensing units in clock tower)</td>
<td>B</td>
<td>$341,109</td>
<td>4</td>
<td>A</td>
<td>($341,109)</td>
<td></td>
<td>See Alt. 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chilled water split system with hot water (3 AHUs in attic)</td>
<td>B</td>
<td>$502,000</td>
<td>1</td>
<td>A</td>
<td>($502,000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric reheat in with 34 and 35 above in lieu of hot water</td>
<td>B</td>
<td>$326,000</td>
<td>4</td>
<td>A</td>
<td>($326,000)</td>
<td></td>
<td>Life expectancy, comfort, utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilize existing George Allen piping, immediately, eliminating temporary provisions.</td>
<td>B</td>
<td>$20,000</td>
<td>1</td>
<td>A</td>
<td>($20,000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revised controls system scope of work</td>
<td>B</td>
<td>$180,000</td>
<td>4</td>
<td>A</td>
<td>($180,000)</td>
<td></td>
<td>See Alt. 39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor savings if courtroom ceilings were demolished</td>
<td>B</td>
<td>VOID</td>
<td>VOID</td>
<td>P</td>
<td>VOID</td>
<td>Same as R.3 below.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delete domestic HW except for Catering (127, Chair Storage (417 and Janitors Closets).</td>
<td>B</td>
<td>$9,532</td>
<td>1</td>
<td>A</td>
<td>($9,532)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>Item Description</td>
<td>Date Initiated</td>
<td>Preliminary Order of Magnitude Costs</td>
<td>Owner Approval Code</td>
<td>THC Required Resol. Date</td>
<td>Amount Accepted (1 or 2)</td>
<td>Amount Rejected (3 or 4)</td>
<td>Amount in Progress (2)</td>
<td>Remarks</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------------------------------------------------------</td>
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<td>--------------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
<td>--------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>42</td>
<td>Modify Dimming System</td>
<td>07/06/04</td>
<td>VOID</td>
<td>NS</td>
<td>VOID</td>
<td>VOID</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Light Fixtures</td>
<td>07/08/04</td>
<td>VOID</td>
<td>NS</td>
<td>VOID</td>
<td>VOID</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Provide alternate light fixture package</td>
<td>07/21/04</td>
<td>($7,000)</td>
<td>3</td>
<td>INS</td>
<td>($7,000)</td>
<td>($7,000)</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Reduce custom light fixture allowance</td>
<td>07/21/04</td>
<td>($25,000)</td>
<td>3</td>
<td>INS</td>
<td>($25,000)</td>
<td>VOID</td>
<td>VOID</td>
<td>See R9, below</td>
</tr>
<tr>
<td>46</td>
<td>Provide PVC conduit in lieu of GRC in basement crawl space</td>
<td>07/21/04</td>
<td>($7,000)</td>
<td>1</td>
<td>INS</td>
<td>($7,000)</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Delete GFI protection on motor starters</td>
<td>07/21/04</td>
<td>($20,000)</td>
<td>1</td>
<td>A</td>
<td>($20,000)</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Upgrade service voltage to 480v, 3ph, 4w</td>
<td>07/21/04</td>
<td>($40,000)</td>
<td>VOID</td>
<td>A</td>
<td>VOID</td>
<td>VOID</td>
<td>T:U wants 520,000 for vault</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Delete wood faced plug mold</td>
<td>07/23/04</td>
<td>($40,000)</td>
<td>1</td>
<td>A</td>
<td>($40,000)</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>Consolidate electrical branch panels</td>
<td>07/23/04</td>
<td>($40,000)</td>
<td>1</td>
<td>A</td>
<td>($40,000)</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Take advantage of negotiation process to further reduce costs (risk management, preferred vendors, etc.)</td>
<td>07/06/04</td>
<td>($100,000)</td>
<td>1</td>
<td>NC</td>
<td>($100,000)</td>
<td>VOID</td>
<td>VOID</td>
<td>Paint, drywall, misc.</td>
</tr>
<tr>
<td>52</td>
<td>Delete metal grating catwalks to AHU's in attic</td>
<td>07/21/04</td>
<td>($3,000)</td>
<td>1</td>
<td>NC</td>
<td>($3,000)</td>
<td>VOID</td>
<td>VOID</td>
<td>Structural req.</td>
</tr>
<tr>
<td>53</td>
<td>Delete steel collar at 2nd level museum HVAC penetrations</td>
<td>07/21/04</td>
<td>VOID</td>
<td>VOID</td>
<td>NC</td>
<td>VOID</td>
<td>VOID</td>
<td>VOID</td>
<td>sav.s</td>
</tr>
<tr>
<td>54</td>
<td>Delete Steel access from 2nd level Fourth floor to mezzanine at turntiques. Provide access door in plaster or drywall partition above mezzanine.</td>
<td>07/21/04</td>
<td>($12,000)</td>
<td>4</td>
<td></td>
<td>($12,000)</td>
<td>VOID</td>
<td>VOID</td>
<td>Historic partition</td>
</tr>
<tr>
<td>55</td>
<td>Revise attt structure to accommodate HVAC alternates 36, above</td>
<td>08/06/04</td>
<td>($9,000)</td>
<td></td>
<td></td>
<td>($9,000)</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Revise Carpet from $40/ly to $35/lf</td>
<td>08/06/04</td>
<td>($12,780)</td>
<td></td>
<td></td>
<td>($12,780)</td>
<td>VOID</td>
<td>VOID</td>
<td>See 16a</td>
</tr>
<tr>
<td>57</td>
<td>Revise Carpet material allowance to $30.00/ly</td>
<td>08/16/04</td>
<td>($25,560)</td>
<td></td>
<td></td>
<td>($25,560)</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>Exclude sidewalk, curb and landscape repairs caused by routine construction practice.</td>
<td>08/16/04</td>
<td>($10,000)</td>
<td></td>
<td></td>
<td>($10,000)</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>Eurospan on suspended ceilings in lieu of acoustical plaster at rooms 204, 208, 211, 214, 403, 408, 409.</td>
<td>08/16/04</td>
<td>($47,000)</td>
<td></td>
<td></td>
<td>($47,000)</td>
<td>VOID</td>
<td>VOID</td>
<td>(co.-rooms)</td>
</tr>
<tr>
<td>60</td>
<td>Revise Custom Light Fixtures from $160,000 to $135,000</td>
<td>08/16/04</td>
<td>($25,000)</td>
<td></td>
<td></td>
<td>($25,000)</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>Delete allowance No. 2, spec section 01210: Colored glass in wood sash</td>
<td>08/16/04</td>
<td>($48,000)</td>
<td></td>
<td></td>
<td>($48,000)</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>Base proposal includes an allowance of $5,000 for street rentals and closing expenses.</td>
<td>08/17/04</td>
<td>($15,000)</td>
<td></td>
<td></td>
<td>($15,000)</td>
<td>VOID</td>
<td>VOID</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>($3,808,996)</strong></td>
<td></td>
<td></td>
<td><strong>($1,922,588)</strong></td>
<td><strong>($1,925,951)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above items are presented for potential cost reduction analysis and are not recommendations. Further analysis is required by the Owner and the Design consultants.

THC COMMENTS KEY:
- A = acceptable
- A-1 = acceptable if appearance matches historic
- P = problematic
- INS = insufficient info or no comment

4 of 4
MINORITY/WOMEN BUSINESS SPECIFICATIONS
FOR BIDS/RFPs

I. POLICY STATEMENT Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority 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, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate "yardstick" in contractor, subcontractor, 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.

II. REQUIREMENT OF ALL BIDDERS 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:

Check upon completion (forms attached):

[✓] 1. Compliance with Dallas County’s Good Faith Effort Policy.

[✓] 2. MBE/WBE Participation Report Form.

[✓] 3. A Letter of Assurance A or Letter of Assurance B.

[✓] 4. MBE/WBE Identification.

[✓] 5. Vendor Statistical Report (must also be submitted on subcontractors with 20% or more of the work).

[✓] 6. Dallas County M/WBE Payment Report.

Note
In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

Bid No. 2004-083-1506
1 of 7
1. GOOD FAITH EFFORT

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 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. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. 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).
4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: [Signature]

Printed Name: Michael Loinette

Title: Vice President/Chief Estimator

Date: June 24, 2004
2. MBE/WBE PARTICIPATION REPORT

OLD RED COURTHOUSE RESTORATION PROJECT – PHASE TWO
PROJECT TITLE

Total Amount of Your Bid $11,928,000
(The amount above should equal the total amount as shown on the bid sheet.)

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

<table>
<thead>
<tr>
<th>Name of MBE/WBE</th>
<th>NCTRCA* Certification #</th>
<th>Phone #</th>
<th>S / M**</th>
<th>Description of Work</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.W. Painting</td>
<td>245 1135 786 520</td>
<td>512 259 9485 S</td>
<td>P</td>
<td>Painting</td>
<td>137,800</td>
</tr>
<tr>
<td>Thos. S. Byrne</td>
<td>WMB 215 1 1204</td>
<td>214 267 0320 S</td>
<td>GIC, Demo, Concrete</td>
<td>1,879,000</td>
<td></td>
</tr>
<tr>
<td>GST Manufacturing, Ltd.</td>
<td>WFUB 2104 BN1104</td>
<td>817 335 2104 S</td>
<td>S</td>
<td>STEEL</td>
<td>230,000</td>
</tr>
<tr>
<td>Project Group</td>
<td>WFUB 199 15N 8101</td>
<td>817 821 7899 S</td>
<td>E</td>
<td>ELECTRICAL</td>
<td>1,040,000</td>
</tr>
</tbody>
</table>

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M = Material Supplier

[ ] No MBE/WBE's Added: Please Explain:

__________________________________________________________________________

__________________________________________________________________________

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS: Thos. S. Byrne, Ltd.  ADDRESS: 2777 Stemmons Frwy, Suite 998

Michael Loinette  Signature  Vice President/Chief Estimator June 24, 2004

Printed Name of Preparer  Title  Date

Bid No. 2004-083-1506 3 of 7
Minority/Women Business Specification

3.

**LETTERS OF ASSURANCE**

**Letter Of Assurance “A”**

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County Minority and Women-Owned Business Enterprises in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Thos. S. Byrne, Ltd.  
Name of Company

Signature  
VP/Chief Est.

Title (Office of Firm)  
June 24, 2004  
Date

(Complete this section only if you're 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 M/WBE subcontractor/subconsultant. The undersigned further submits GFE documented attempt(s).

________________________________________  
Name of Company  

________________________________________  
Signature  

__________________________  
Title (Office of Firm)  

__________________________  
Date

(Complete this section only if you're not planning to use the services of a certified vendor.)

**NOTE:** Each proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

---

4.

**PRIME CONTRACTOR MBE/WBE IDENTIFICATION**

**Minority Business Enterprise (MBE)** – The bidder/proposer represents that it:

- [X] is,  
- [ ] is not a minority-owned business, NCTRCA* # HMMB2115Y1204

**Women Business Enterprise (WBE)** – The bidder/proposer represents that it

- [ ] is,  
- [ ] is not a women-owned business, NCTRCA* # ____________

*NCTRCA = North Central Texas Regional Certification (must be certified by)
**Total Amount of Your Bid $ 11,928,000**
(The amount above should equal the total amount as shown on the bid sheet.)

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

<table>
<thead>
<tr>
<th>Name of MBE/WBE</th>
<th>NCTRCA* Certification #</th>
<th>Phone #</th>
<th>S / M**</th>
<th>Description of Work</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>RMF Contractors Inc.</td>
<td>WFTWB 1914 BN 0604</td>
<td>617-688-8255</td>
<td>S</td>
<td>MECHANICAL</td>
<td>2,931,230</td>
<td></td>
</tr>
</tbody>
</table>

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M = Material Supplier

[ ] No MBE/WBE's Added: Please Explain:

__________________________________________________________

**COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.**

**NAME OF YOUR BUSINESS:**
Thos. S. Byrne, Ltd.

**ADDRESS:**
2777 Stemmons Fwy, Suite 998
Dallas, Texas 75207

**PHONE #**
(214) 267-0920

Michael Loinette
Printed Name of Preparer

Signature

**Vice President/Chief Estimator**
Date
June 24, 2004
<table>
<thead>
<tr>
<th></th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>WHITE</td>
<td>BLACK</td>
</tr>
<tr>
<td>Officials/Managers</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>Professionals</td>
<td>33</td>
<td>3</td>
</tr>
<tr>
<td>Technicians</td>
<td>7</td>
<td></td>
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<tr>
<td>Sales Workers</td>
<td>32</td>
<td>1</td>
</tr>
<tr>
<td>Office/Clerical</td>
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<td></td>
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<tr>
<td>Craft Workers (Skilled)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi-Skilled)</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
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<td></td>
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<tr>
<td>Service Workers</td>
<td>30</td>
<td>1</td>
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<tr>
<td>TOTAL</td>
<td>94</td>
<td>2</td>
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<tr>
<td>Formal On the Job Trainees</td>
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<tr>
<td>Female</td>
<td></td>
<td></td>
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<tr>
<td>Officials/Managers</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Professionals</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
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<td>Sales Workers</td>
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<td></td>
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<td>Office/Clerical</td>
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<td>1</td>
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<td></td>
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<tr>
<td>Laborers (Unskilled)</td>
<td></td>
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<tr>
<td>Service Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>21</td>
<td>1</td>
</tr>
</tbody>
</table>

**CHECK ONE:**
- [X] Minority-Owned Firm Certification # HMMB2115Y1204
- Women-Owned Firm Certification #
- Non-Minority Owned Firm

**Signature/Title:**
Michael Loinette
Vice President/Chief Estimator

**Bid No.: 2004-083-1506**

**Page:** 5 of 7
August 24, 2004

To: Commissioners Court

From: Dan Savage, Assistant Administrator for Operations

Subject: Old Red Phase II Professional Services

BACKGROUND
Bids were received on June 17, 2004, on the Old Red Courthouse Phase II project which involves the interior finishout of the remainder of the first floor, plus all of floors two, three, and four. The two proposals submitted were well over the estimated budget for this work. The low proposal was submitted by Thomas S. Byrnes in the base bid amount of $11,928,000. Because this was a competitive sealed proposal staff has been able to work with the design team and the general contractor to identify a substantial number of alternates to reduce the project cost. The most significant charges involves a complete redesign of the HVAC system. While the proposed new HVAC design will result in a substantial construction cost savings, it will require a major redesign. To accomplish this, I have asked James Pratt to prepare a fee proposal for this work. The attached letter from the architect sets forth the additional fees for the design effort. Most of this work will involve a detailed redesign of all of the structural penetrations, notably those that go through the flat clay tile arches that make up the floors and ceilings above the first floor. These are especially fragile and need to be evaluated on an individual basis.

IMPACT ON OPERATIONS
This design work needs to be done before the general contractor can implement the revised project scope of work.
FINANCIAL IMPACT
This design work will cost $39,150. It will be paid for out of funds set aside for the Old Red Project.

LEGAL IMPACT
This work will be authorized by an amendment to the County contract with James Pratt Architect Urban Design, Inc. based on the attached fee proposals.

MWBE
Two of the sub-consultants, Lopez-Garcia and Cedrick Frank, are MWBE vendors.

RECOMMENDATIONS
Staff recommends approval of the proposal for additional design services for the Old Red Phase II project at a cost not to exceed $39,150. If the Court concurs, a court order will be placed on the next agenda for the Commissioners Court action.

Recommended by:

[Signature]
Dan Savage, Assistant Administrator for Operations

Attachments
August 16, 2004

Mr. Dan Savage
County Administration Building
411 Elm Street, 3rd Floor
Dallas, TX 75202

Re: Additional A/E fees
New HVAC system design, Old Red Courthouse Phase 2

Dear Mr. Savage,

To accommodate the new air conditioning system, we will incur additional professional fees as outlined below.

DATUM Engineering will review plans and attend meetings regarding the new system, design structural supports for air handling units, penetrations for chases through existing floors, and penetrations through structural walls for duct distribution—to be billed hourly, with anticipated total of $25,000.

Lopez-Garcia Engineers will attend meetings regarding the new system, review design of the new air conditioning system, confirm air distribution and control provisions as meeting design criteria—fixed sum $5,500.

Cedrick Frank Associates will review design of the new system with regard to meeting reasonable noise criteria and suggest revisions as necessary to achieve acceptable noise levels—fixed sum $3,650.

James Pratt Architecture will attend meetings regarding the new system, coordinate review by consultants and implement their recommendations, coordinate efforts with general contractor and mechanical subcontractor—fixed sum $5,000.

The total cost of the services and expenses listed above is $39,150.

Sincerely,


Thomas F. Marshall, AIA, Vice President
August 24, 2004

TO: Commissioners Court

FROM: Earl Dedman, Project Coordinator

THROUGH: Dan Savage, Assistant Administrator for Operations

SUBJECT: George L. Allen Sr. Civil Courts Building Addition and Renovation Proposed Change Order No. 7

BACKGROUND: Court Order No. 2003-1312 dated 07-22-2003 authorized a contract to Haws and Tingle, Ltd. for general construction for the George L. Allen Sr. Civil Courts Building Addition and Renovation. This proposed Change Order is the seventh change to the construction contract.

IMPACT /OPERATIONS: Haws and Tingle has begun work on the George Allen Sr. Courts building project. During construction, issues are often identified that require modifications to the drawings and specifications. The changes can either increase or decrease the construction cost. On the George Allen project, we have developed a "Proposal Request" process where we can issue these changes to the Contractor and track the changes along with the associated cost modifications. It is our intent to group these processed Proposal Requests into larger Change Orders for Commissioner's Court approval. This Change Order Number 7 incorporates several PRs shown in the table on the next page.

LEGAL: This change order amends the original Contract for Construction as provided for in the General Conditions of the Contract for Construction, Article 7, Changes in the Work.

M/WBE INFORMATION: N/A

FINANCIAL IMPACT: The total cost of Change Order No. 7 to the Haws and Tingle contract is a net increase of $124,035.00. This will be charged to Fund 196.0.08130.2002.0.70128 (Major Capital Improvements, Buildings, FY2004, and Civil Courts).

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount original contract amount</td>
<td>$38,291,000.00</td>
</tr>
<tr>
<td>Change Order No. 1</td>
<td>-0-</td>
</tr>
<tr>
<td>Change Order No. 2</td>
<td>($10,851.00)</td>
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<tr>
<td>Change Order No. 3</td>
<td>-0-</td>
</tr>
<tr>
<td>Change Order No. 4</td>
<td>$1,482.00</td>
</tr>
<tr>
<td>Change Order No. 5</td>
<td>$83,413.00</td>
</tr>
<tr>
<td>Change Order No. 6</td>
<td>$113,031.00</td>
</tr>
<tr>
<td>Proposed Change Order No. 7</td>
<td>$124,035.00</td>
</tr>
<tr>
<td><strong>Total Revised Contract Amount</strong></td>
<td><strong>$38,602,110.00</strong></td>
</tr>
</tbody>
</table>
Commissioners Court  
August 24, 2004  
George L. Allen Sr. Courts Building Addition and Renovation  
Page 2

**SCHEDULE IMPACT:** This Change Order will have no impact on either the completion schedule for the new tower or the overall completion of the project. The contract completion date for the overall project remains at October 28, 2005.

**PROPOSAL REQUESTS INCLUDED IN THIS PROPOSED CHANGE ORDER NO. 7**

<table>
<thead>
<tr>
<th>PR NUMBER</th>
<th>PROPOSAL REQUEST DESCRIPTION</th>
<th>COST</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR 24</td>
<td>Miscellaneous Millwork Changes</td>
<td>Deduct ($14,435)</td>
<td>Changed some wood types, deleted some wood trim and deleted replacement of some baseboard in existing courts</td>
</tr>
<tr>
<td>PR 29</td>
<td>Revised Smoke &amp; HVAC Controls</td>
<td>$31,500</td>
<td>Revises control system to include damper relays / programming and City Dallas required graphic override panel</td>
</tr>
<tr>
<td>PR 37</td>
<td>Revisions to Judges Bench</td>
<td>$65,163</td>
<td>During Mock-up review, Judges asked to raise the bench, provide recesses for monitors plus revisions to court reporter stations</td>
</tr>
<tr>
<td>PR 43</td>
<td>Security System and Access Modifications</td>
<td>Deduct ($53,764)</td>
<td>Deleted card access systems on stairways and added additional cameras to allow use of stairways between floors</td>
</tr>
<tr>
<td>PR 48</td>
<td>Changed Fire Alarm System</td>
<td>$101,942</td>
<td>Changes basis of fire alarm system from A/E designed to performance spec by contractor to assure compliance with Dallas City Code without additional inspection add-on costs</td>
</tr>
<tr>
<td>PR 49</td>
<td>Delete Temporary Partitions on Plaza</td>
<td>Deduct ($6,371)</td>
<td>Reduced amount of temporary partitions on existing Plaza Level due to single phase reconstruction phasing</td>
</tr>
<tr>
<td></td>
<td>TOTAL COST CHANGE ORDER 7</td>
<td>$124,035</td>
<td></td>
</tr>
</tbody>
</table>

**RECOMMENDATION:** It is recommended that the Commissioners Court authorize Change Order No. 7 to the Haws and Tingle contract for the addition and renovation of the George Allen Courts building, in the amount of $124,035.00 without an extension of the October 28, 2005 completion date and the County Judge to sign on behalf of Dallas County.

**Approved by:**

Dan Savage, Assistant Administrator for Operations
**CHANGE ORDER / PROPOSAL QUOTATION**

**PROJECT:** George L. Allen Sr. Civil Courts Bldg.

**QUOTE NO.:** 31  
**DATE QUOTED:** 07/22/04

**TO:** Earl Dedman
hLM Design  
600 Commerce - 9th Floor  
Dallas, Texas 75202

**PROJECT NO.:** 23005  
**DAYS ALLOWED FOR APPROVAL:** 10  
**EXPIRATION DATE:** 08/01/04  
**ADDITIONAL DAYS FOR COMPLETION OF THE CONTRACT:**

**DESCRIPTION:**
Remove Cherry base from existing courtrooms and change wood species for the two relocated walls on the third floor from cherry to walnut, including some revisions to the casework for the security desk, break rooms and jury rooms per the attached drawings and schedules.

A8.05 Interior Elevations  
Rev 1, 3-22-04
A8.48 Millwork Plans, Elevations & Sections, Lobby Security & Jury Assembly Stage  
Rev 2, 3-22-04
A8.70 Casework Elevations & Sections  
Rev 2, 3-17-04
PR #24 Sink Base Cabinet (ref A8.73 1-22-03), Finish Listing (ref I0.00 3-22-04)

<table>
<thead>
<tr>
<th>SUBCONTRACTORS / VENDORS</th>
<th>SUB / VENDOR WORK DESCRIPTION</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sus Woodcraft</td>
<td>Cabinet Revisions</td>
<td>$11,170</td>
</tr>
<tr>
<td></td>
<td>Add Wood Rail @ Jury Assembly</td>
<td>$1,342</td>
</tr>
<tr>
<td></td>
<td>Delete Cherry Base</td>
<td>-$27,356</td>
</tr>
<tr>
<td></td>
<td>Lobby Security Modifications</td>
<td>$2,328</td>
</tr>
<tr>
<td>Alamo Tile</td>
<td>Add stone top/wall cladding</td>
<td>$450</td>
</tr>
<tr>
<td>LRL Enterprises</td>
<td>Added partitions</td>
<td>$182</td>
</tr>
<tr>
<td>Oak Cliff Mirror &amp; Glass</td>
<td>Delete metal column cover</td>
<td>-$1,253</td>
</tr>
<tr>
<td>Carco Painting</td>
<td>Paint &amp; FWC</td>
<td>$0</td>
</tr>
</tbody>
</table>

**SELF PERFORMED WORK**

$144

**APPROVAL**

ARCH: 

DATE: 8-08-04

OWNER:

DATE:

**DISTRIBUTION**

Signed By: Ken Evans, Sr Project Manager

Date: 7/22/04

**SUBTOTAL:**

$-12,993  

**FEE PERCENT:**

10%

$-1,299  

**INSUR. & BOND:**

1%

$-143  

**TOTAL REQUEST AMOUNT:**

$-14,435
CHANGE ORDER / PROPOSAL QUOTATION

PROJECT: George L. Allen Sr. Civil Courts Bldg.
QUOTE NO.: 59    DATE QUOTED: 08/18/04

TO: Earl Dedman
DCCC
600 Commerce - 9th Floor
Dallas, Texas 75202

PROJECT NO.: 23005
DAYS ALLOWED FOR APPROVAL: 15
EXPIRATION DATE: 09/02/04
ADDITIONAL DAYS FOR COMPLETION OF THE CONTRACT:

DESCRIPTION:
To modify the fire alarm system for the base contract to meet current code requirements. Provides for conversion of Fire Alarm system from a "Plan & Spec bid" project to a performance "Design/Build" requirement.
This quotation includes the following:
Includes for current modifications to the hardware schedule issued through 8/5/04
Fire alarm protection for the file storage area on the east end of the existing facility. This area is not shown on the original contract documents. No other modifications (ADA, code upgrades, etc.) are included for this area.
Graphic panel to note status and provide for Fire Marshall override of mechanical dampers.
Engineering of the system to meet current code requirements.
This quotation is in response to ARI #018 issued July 20, 2004

SUBCONTRACTORS / VENDORS

<table>
<thead>
<tr>
<th>Premier Electric</th>
<th>SUB / VENDOR WORK DESCRIPTION</th>
<th>AMOUNT:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Smoke Control/Fireman's override</td>
<td>$97,088</td>
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<tr>
<td></td>
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<td>$30,000</td>
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SELF PERFORMED WORK

<table>
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<tr>
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<th>AMOUNT:</th>
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<tbody>
<tr>
<td>BASE $107,942</td>
<td>$77,000</td>
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<tr>
<td>S1500</td>
<td>$15,000</td>
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<tr>
<td>S155,442</td>
<td>$83,442</td>
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<tr>
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<tbody>
<tr>
<td>ARCH:</td>
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<td>DATE:</td>
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<tr>
<td>OWNER:</td>
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<td>DATE:</td>
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<table>
<thead>
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<th>SUBTOTAL:</th>
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<tbody>
<tr>
<td>FEE PERCENT: 5%</td>
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<tr>
<td>INSUR. &amp; BOND: 0%</td>
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<tr>
<td>TOTAL REQUEST AMOUNT: $133,442</td>
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<table>
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<tr>
<th>DISTRIBUTION</th>
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<tbody>
<tr>
<td>Signed By: Ken Evans, Sr. Project Manager</td>
</tr>
<tr>
<td>Date: 8/18/04</td>
</tr>
</tbody>
</table>
CHANGE ORDER / PROPOSAL QUOTATION

PROJECT: George L. Allen Sr. Civil Courts Bldg.
QUOTE NO.: 47Rev.1 DATE QUOTED: 08/04/04

TO: Earl Dedman
HLM Design
600 Commerce - 9th Floor
Dallas, Texas 75202

DESCRIPTION:
Courtroom Millwork revisions in response to mock-up review

PR #37 dated June 2, 2004

Please note: Our pricing includes for on-site modifications to the Judge's bench used in the mock-up. It is more cost effective to modify the existing than to fabricate a replacement.

<table>
<thead>
<tr>
<th>SUBCONTRACTORS / VENDORS</th>
<th>SUB / VENDOR WORK DESCRIPTION</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suss Woodcraft</td>
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<td>$58,500</td>
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<td>Premier</td>
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<td>EO Integrated</td>
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<td>Hudson Building</td>
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<td>$100</td>
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<tr>
<td>SELF PERFORMED WORK</td>
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<tr>
<td>FEE PERCENT:</td>
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<td>$5,865</td>
<td>$64,518</td>
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<td>INSUR. &amp; BOND:</td>
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<tr>
<td>$645</td>
<td>$65,163</td>
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TOTAL REQUEST AMOUNT: $65,163

APPROVAL

ARCH: [Signature] 5-18-04
DATE: [Signature]
OWNER: [Signature]
DATE: [Signature]

DISTRIBUTION

Signed By: Ken Evans, Sr. Project Manager
Date: 8/4/04
**CHANGE ORDER / PROPOSAL QUOTATION**

**PROJECT:** George L. Allen Sr. Civil Courts Bldg.

**QUOTE NO.:** 54  
**DATE QUOTED:** 08/18/04

**TO:** Earl Dedman  
HLM Design  
600 Commerce - 9th Floor  
Dallas, Texas 75202

**PROJECT NO.:** 23005

**DAYS ALLOWED FOR APPROVAL:** 15

**EXPIRATION DATE:** 09/02/04

**ADDITIONAL DAYS FOR COMPLETION OF THE CONTRACT:**

**DESCRIPTION:**  
Security/Hardware Coordination Revisions

PR 43 Revision 1 dated 7/21/04

<table>
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<tr>
<th>SUBCONTRACTORS / VENDORS</th>
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<tr>
<td>Opening Specialties</td>
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<tr>
<td>Premier Electric</td>
<td></td>
<td>-$2,332</td>
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<tr>
<td>Integrated Systems</td>
<td></td>
<td>-$31,776</td>
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</table>

**SELF PERFORMED WORK:**  
$131

**APPROVAL**

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<thead>
<tr>
<th>ARCH:</th>
<th>DATE:</th>
<th>OWNER:</th>
<th>DATE:</th>
</tr>
</thead>
</table>

**SUBTOTAL:**  
-$53,764

**FEES PERCENT:**  
0%  
$0

**INSUR. & BOND:**  
0%  
$0

**TOTAL REQUEST AMOUNT:**  
-$53,764

**DISTRIBUTION**

Signed By:  
Ken Evans, Sr. Project Manager

Date: 8/18/04
CHANGE ORDER / PROPOSAL QUOTATION

PROJECT: George L. Allen Sr. Civil Courts Bldg.
QUOTE NO.: 56 
DATE QUOTED: 08/04/04

PROJECT NO.: 23005
DAYS ALLOWED
FOR APPROVAL: 15
EXPIRATION DATE: 06/19/04
ADDITIONAL DAYS
FOR COMPLETION OF
THE CONTRACT:

TO: Ean Dedman
DCCC
600 Commerce - 9th Floor
Dallas, Texas 75202

DESCRIPTION:
Delete temporary partitions required as a result of Existing Plaza work being done in single phase.

SUBCONTRACTORS / VENDORS

SUB / VENDOR WORK DESCRIPTION

AMOUNT:

SELF PERFORMED WORK
-$6,371

APPROVAL

ARCH:  
DATE: 8/18/04
OWNER: 
DATE: 

DISTRIBUTION

SUBTOTAL: 
FEE PERCENT: 0% $0
INSUR. & BOND: 0% $0
TOTAL REQUEST AMOUNT: $-6,371

Signed By: Ken Evans, Sr. Project Manager
Date: 8/4/04
August 24, 2004

To: Dallas County Judge and Members of the Dallas County Commissioners Court

From: William Eckert, Chief, Plans & Programs, Office of Security & Emergency Mgmt

Thru: Danny “DJ” Chandler, Director, Office of Security and Emergency Management

Subject: Urban Area Security Grant Award

BACKGROUND

1. On August 16, 2004, the Texas Engineering Extension Service (TEEX) notified Dallas County that it had been awarded $1,268,007. The 2004 Urban Area Security Initiative II (UASI II) does not require matching funds and does not allow indirect cost recovery. Indirect costs incurred are grant management and reporting by OSEM, and miscellaneous costs incurred by Auditing IAW paragraph 3, below. The grant money is delivered via a “draw-down” account through TEEX. Any items locally procured, must be invoiced to/paid by County with reimbursement from TEEX. The period of performance of this agreement shall begin on December 1, 2003 and shall terminate November 30, 2005.

2. This Fiscal Year 2004 UASI II Grant is:
   • The County allocation ($1,268,007) is to purchase items, to meet local needs (attachment 1), from the TEEX Subrecipient Agreement 2004 UASI II - 48113 Authorized Equipment List (attachment 2) to improve County capabilities:
     a. County Physical Security Enhancements
     b. EOC/Interoperable Communications Equipment.
     c. PPEs (Personal Protective Equipment)

3. Arraignments will be made with Auditor’s Dept. to Inventory all goods received and mark all durable goods/equipment as county property IAW county policy.

FINANCIAL IMPACT

Total 2004 UASI II Grant Award - $1,268,007.00
County Allocation - $1,268,007.00
LEGAL / POLICY
Agreement submitted to Dallas County District Attorney's Office for review: No exceptions noted. Information associated with these grants may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5. U.S.C. 552 (FOIA), all determinations concerning the release of information of this nature will be made on a case-by-case basis by the DHS Departmental Disclosure Officer, and may well likely fall within one or more of the available exemptions under the Act.

SUMMARY
Purpose of this briefing is to update the Court on this grant, obtain Court Order (attachment 3) authorizing acceptance of FY04 UAS grant, designate William Eckert as Contact Person and secure the County Judge's signature on the sub-recipient agreement (attachment 4).

Attachments
1. County Projects
2. Grant Guidelines
3. Court Order
4. Subrecipient Agreement # 48113 (2004 UASI II) w/cover letter and attachments
Dallas County Urban Area Security Initiative Funding Requests for FY 2004 Funds
August 24, 2004

Dallas County Requests

1. Sheriff's Office Communications Channel #3 $285,000
   This request is for the communications equipment, computers/software and
   associated constructions costs required providing a survivable command,
   control and communications (C3) capability for the County government and
   our Mutual-Aid cities in the event of a natural or man-made disaster.

2. PPE Equipment $250,000
   This request will enable all "first responder" Dallas County personnel to be
   issued personal protective equipment.

3. Real-Time Medical Surveillance (Red Bat) $40,000
   This request will provide Dallas HHS with real-time biological data
   collection at major Dallas County Hospitals.

4. Physical Security Upgrades $45,000
   This funding will provide for card access, barrier access and other
   numerous small security enhancements within county buildings.

5. Latent Print ID System – Mass Casualty $17,000
   This will provide the hardware/software necessary for the SO to carryout
   victim identification for the ME's Office.

6. Mobile Identification Card System (Phase II) $40,500
   It will also provide ID for HHS volunteers/Medical Reserve Corps aiding in
   the mass-inoculation plans. It will also, be used to by the Office of Security
   and Emergency Management to aid in the management of the county ID
   system.

7. CCTV Systems for County Assets (Phase II) $100,000
   This will provide 24/7 security surveillance for additional high-value fixed
   assets. This system will be deployed at five locations, and will be monitored
   locally and from Security Station One and the EOC.

8. Security (x-ray) Machines (7) $250,000
   This funding will provide improved security surveillance/entry control for
   seven high-value/risk locations/entryways. These systems will replace older
   unserviceable equipment.
9. Mass Causality Study
   This will provide the ME’s Office funding to develop/revise the mass casualty plan for the County.

10. Mass Causality Field Equipment
    This funding will provide the ME Field Agents mobile recording and computing equipment necessary to complete large-scale efforts without having to leave the scene. This same equipment will allow more efficient day-to-day operations.

11. Command & Control Equipment
    This funding will provide incident commanders with a real-time link to the EOC. This same equipment will provide the EOC/command authorities with real-time information for decision-making and public dissemination.

12. Emergency/Backup Radio Communications
    This funding will provide an emergency back-up communications system for the HQ and campuses of DCCCD. It will also provide a communications link with County emergency management personnel.

13. Vulnerability/Security Assessment
    This will provide funding for the Dallas County Hospital District to do an in-depth vulnerability/risk assessment.

**TOTALS for County Government**  
13 Projects  
$1,268,000
FY 2004 Texas Urban Area Security Initiative

Grant Instructions
FY 2004 Texas Urban Area Security Initiative (UASI) Grant Instructions

EXECUTIVE SUMMARY

I. ACCEPTING THE GRANT

A. Sign both copies of the Notification of Subrecipient Award, retain one copy for your records and return one to TEEX by October 8, 2004.

B. A request for extension of time to accept the grant must be made before the deadline shown in the transmittal letter. An extension of up to 30 days may be granted to allow the grant award to be reviewed by City Council or Commissioners’ Court.

II. TIMELY USE OF GRANT FUNDS

Timely use of grant funds is building an approved list on the Texasdpa.com web site, and submitting the list for approval with purchase methods selected within 120 days from notification of grant award, or not later than December 10, 2004.

III. EQUIPMENT

Subrecipients that will be procuring equipment must submit a list of equipment for approval by the Urban Area Working Group and the State Administrative Agency.

A. Jurisdiction must submit their equipment list through the www.texasdpa.com website for approval.

B. All allocations and use of funds under the FY 2004 UASI must support the Urban Area and State Homeland Security Strategy goals and objectives.

IV. AUTHORIZED PROGRAM EXPENDITURES

Subrecipient may use funding in any of five categories: (1) planning; (2) equipment acquisitions; (3) training; (4) exercise; (5) Administrative.

EQUIPMENT – Equipment may be selected from the FY 2004 authorized equipment list. The authorized equipment list can be located in Enclosure 1.

PLANNING - Planning funds may be used for assessments, strategy development, and plan development. Careful consideration must be taken to ensure that the funds are not used to supplant already funded functions. Guidelines can be located in Enclosure 1.

TRAINING - Training funds may be used to pay backfill overtime costs for attendance at ODP approved training, and for presenting ODP approved training. Guidelines for training cost can be located in Enclosure 1. Guidance for requesting ODP approval of Non-ODP course development can be located in Enclosure II.
E. All equipment list items acquired under the FY 2004 UASI Grant are the property of the Subrecipient and subject to the inventory and property rules under OMB Circular A-102. Property title transfers to the Subrecipient upon receipt of the equipment. Subrecipient must maintain property records, in accordance with locally established procedure. Subrecipient must keep these records readily available to ensure property accountability. There must be a physical inventory of grant procured equipment items with market value in excess of $5,000.00 which includes the following information: a description of the item, a serial number (when applicable), received date, the titleholder of the equipment, value of equipment and the owner and the location of the equipment at least once a year. Subrecipient must have a control system in place to locate and safeguard equipment.

VI. ACCOUNTABILITY REQUIREMENTS

A. Subrecipient agrees to provide to TEEX, in accordance with procedures and time frames prescribed by TEEX, any technical or program reports, data, and information on the operation and performance of this Agreement deemed necessary.

B. Subrecipient shall maintain all records, financial management records and supporting documentation for all expenditures of funds made under this Agreement, in compliance with all retention and custodial requirements for records referenced in this Agreement. Subrecipient shall retain all fiscal records and supporting documents for a minimum of three (3) years after final Agreement closeout.

C. Subrecipient shall provide state or federal auditing agencies, TEEX, or any of their duly authorized representatives, access to and the right to examine, copy, or reproduce all reports and records pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Subrecipient.

D. TEEX shall have the right of timely and reasonable access to the Subrecipient and Subrecipient premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview, related to all records required to be retained under this Section.

E. TEEX reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Agreement, which may be performed by government audit staff, a certified public accounting firm, or other auditors as designated by TEEX. Subrecipient shall cooperate with all authorized auditors and shall make available all accounting and project records including supporting source documentation. Such audit will be conducted in accordance with applicable state and federal rules and regulations, Agreement guidelines, and established professional standards and practices.

F. TEEX, or its designee, retains the right to monitor, examine and audit all records, documents and activities related to projects funded by this Agreement, and to perform such project evaluation studies that TEEX deems necessary to determine the adequacy of the procedures used.
IX. **LEGAL AUTHORITY**

A. The Subrecipient represents and guarantees that it possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and perform the functions and activities pertaining to this Agreement.

B. The person signing this Agreement on behalf of Subrecipient hereby warrants that he/she has been fully authorized by Subrecipient to execute this Agreement on behalf of Subrecipient and to legally bind Subrecipient to all the terms, performances and provisions herein set forth.

X. **GOVERNING LAW**

A. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
FY 2004 Texas Urban Area Security Initiative (UASI)
Grant Instructions

Program Guidance

A. INTRODUCTION

THIS AGREEMENT, by and between Subrecipient, as identified in the Notice of
Subrecipient Award, and the Texas Engineering Extension Service (hereinafter called
"TEEX"), established under the laws of the State of Texas as a state agency component of the
Texas A&M University System, located at 301 Tarrow, College Station, Texas, 77840-7896;

WHEREAS, TEEX has been awarded a grant entitled "Fiscal Year 2004 Urban Area
Security Initiative Part" from the U.S. Department of Homeland Security, Office of Domestic
Preparedness, and TEEX desires that Subrecipient receive benefit from this grant as a
subgrantee, all as herein provided, involving the procurement and management of equipment
and other activities involving preparedness planning, training and exercises;

WHEREAS, Subrecipient has agreed to do so under the terms and conditions hereinafter set
forth;

NOW THEREFORE, the parties hereto mutually covenant and agree as follows as evidenced
by signatures on the Notice of Subrecipient Award:

B. LIST BUILD AND PURCHASE PROCESS

Step 1 of 5: Building an Equipment List

Subrecipient will create the proposed equipment purchase list for Urban Area Working
Group and TEEX approval on-line at the TEXASDPA and Fisher Safety websites with final
submission done on the TEXASDPA website. The use of the on-line sites for creating the
proposed equipment purchase list does not obligate the Subrecipient to a specific method of
procurement. Subrecipient retains the choice of purchasing methods they will use to procure
the equipment after TEEX approves the list.

There are two websites for list building – both will be used to create an equipment purchase
list:

Site 1. Vehicles, pharmaceuticals, physical security equipment, specialized items,
and other items not available on the Prime Vendor site will be selected at
www.texasdpa.com

Site 2. All other equipment list items will be selected at the Prime Vendor site at
www.fishersci.com
of $25,000 or more. Final price must include all fees. (Failure to include fees will result in
the invoice being rejected) then;

3) Local Purchase requests; and

4) Second round purchases on remaining balance will be processed on a case by case basis.

Step 5 of 5: Equipment Receipts

Subrecipient must fax signed and dated shipping receipts to TEEX in accordance with the
following timelines. Purchases made using local purchasing methods will require a shipping
receipt and invoice showing an obligation to pay. Shipping receipts are needed for proof of
delivery.

a. Prime Vendor (Fisher) purchases: Fax a signed and dated shipping receipt within
five days of receipt of equipment.
b. Purchase using established local procedures: Payment will be made to
subrecipient within three weeks of receipt of faxed dated shipping receipt and
invoice showing an obligation of the local jurisdiction to pay.

C. GRANT GUIDELINES AND GRANT PROCUREMENT OPTIONS

Subrecipient will follow the stated guidelines to ensure the accurate and prompt purchase,
receipt, payment and management of their grant procured items. These guidelines will ensure
proper property accountability. Guidelines are in place to ensure that proper controls oversee
the purchasing process for each Subrecipient.

Subrecipient must provide a shipping address and designate a receiving point of contact to be
entered on www.texasdpa.com website. Subrecipient using the Local Purchase option,
according to its own policies and procedures, will be responsible for purchasing, receipt and
inventory of equipment list items purchased. Subrecipient will be responsible for overseeing
the procurement process for each purchasing option. The Subrecipient point of contact will
be responsible to the State Administrative Agency for inventory of property, providing
required reports, and the monitoring of its grant participation. Subrecipient retains the ability
to organize as desired to complete the required tasks, but the Point of Contact remains
responsible for providing required information to TEEX.

Prime Vendor Program through the Defense Logistics Agency (DLA)

The Defense Logistics Agency will invoice TEEX directly for items procured through the
Prime Vendor (Fisher) purchase option. Subrecipient is not required to pay the Prime
Vendor.
E. **FISCAL ADMINISTRATION**

**Availability of Funds**

Notwithstanding any other Agreement provisions, the parties hereto understand and agree that TEEX’s obligations under this Agreement are contingent upon the availability of adequate funds to meet TEEX’s liabilities hereunder.

**Limitation on Liability**

The Subrecipient understands and agrees that it shall be liable to repay to TEEX any funds not expended in accordance with this Agreement or determined to be expended in violation of the terms of this Agreement.

TEEX will pay costs properly incurred by the Subrecipient under this Agreement in the amount specified in the Notice of Subrecipient Award or any mutual amendments hereto.

TEEX shall not be liable to the Subrecipient for costs under this Agreement which exceed the amount specified in the Notice of Subrecipient Award.

TEEX may deobligate awarded funds after consultation with the Subrecipient and upon determination by TEEX that funds will not be spent in accordance with the Agreement or will not be spent in a timely manner. Timely manner for equipment items requires completion of the equipment list and selection of purchasing methods within 120 days of grant award. Subrecipients not completing the list within a 90 day period after grant award will be contacted and officially notified that they are in jeopardy of losing grant funds if the list is not completed by day 120. Due consideration will be given when the delay is not within control of the subrecipient.

F. **REPORTING REQUIREMENTS/MONITORING/ACCOUNTABILITY**

**Reporting**

The semi-annual progress reports, due November 30 and May 31, should summarize the previous six months. The summary reports should detail **how the equipment, planning, training and exercise funds improved the capabilities of the Subrecipient**. This report will then be forwarded to the Office for Domestic Preparedness as documentation for their records on the progress of the grant.
Subrecipient shall be liable to TEEX for any costs disallowed as a result of an audit. Subrecipient shall further be responsible for any audit exception or other payment deficiency in the project covered by the Agreement, and all subcontracts hereunder, which are found to exist after monitoring, review, or auditing by any party as authorized or required by TEEX.

Subrecipient, or the auditors that monitor or audit the Subrecipient, shall immediately report to TEEX any incidents of fraud, abuse or potentially criminal activity in relation to the provisions of this Agreement.

Monitoring, Onsite Visits and Technical Assistance

Subrecipient is subject to these guidelines and procedures. TEEX will conduct onsite visits which will enable TEEX personnel to confirm the location, condition and use of the property and if it is being used for the intended purpose as stated in the Agreement. Site locations may be selected in a random manner.

TEEX, or its designee, retains the right to monitor, examine and audit all records, documents and activities related to projects funded by this Agreement, and to perform such project evaluation studies that TEEX deems necessary to determine the adequacy of the services performed.

TEEX will notify the Subrecipient in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review. TEEX will provide technical assistance to the Subrecipient to correct the deficiencies noted. TEEX may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, TEEX may terminate this Agreement effective immediately and/or apply sanctions pursuant to Section J (Sanctions and Remedial Measures) of this Agreement, or take such other action as it deems appropriate.

G. GRANT CLOSING/RELEASE OF UNUSED FUNDS

As Subrecipient completes the purchasing process and wants to release unused funds, it may select the “De-Obligate” button on the TEXASDPA website.
Force Majeure

In the event that performance by either party of any of its obligations under the terms of this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by any act of government, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

Non-Assignment

This Agreement is not assignable. Notwithstanding any attempt to assign the Agreement, the Subrecipient shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions of this Agreement. The Subrecipient shall be held responsible for all funds received under this Agreement.

Termination of Agreement

This Agreement may be terminated, in whole or in part, whenever TEEX determines that such termination is in the best interest of the project, such termination to be effective upon the Subrecipient’s receipt of written notification of termination from TEEX. In the event of such termination, the Subrecipient shall be entitled to compensation under this Agreement for allowable expenditures up to the termination date.

When justified, TEEX may terminate this Agreement for cause, whereupon all compensation to the Subrecipient shall cease pending completion of any final report and any closing audit required by TEEX.

If the Subrecipient fails to perform in accordance with the provisions of this Agreement, TEEX may terminate this Agreement after issuing written notice of default to the Subrecipient and allowing the Subrecipient thirty (30) days following the issuance of such notice in which to correct the deficiency to the satisfaction of TEEX. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Agreement.

Notwithstanding TEEX’s exercise of its right of early termination, the Subrecipient shall not be relieved of any liability for damages due to TEEX. TEEX may withhold payment to the Subrecipient on this or any other Agreement until such time as the exact amount of damages due to TEEX from the Subrecipient is agreed upon or is otherwise determined by TEEX.
The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Subrecipient’s sole and exclusive process for seeking a remedy for any and all alleged breaches of the Agreement by TEEX if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by TEEX nor any other conduct of any representative of TEEX relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of the Subrecipient’s claim is governed by the published rules adopted by the Office of Attorney General of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Chapter 68.

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Subrecipient, in whole or in part.

The designated individual responsible on behalf of TEEX for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be Arturo Alonzo, TEEX Deputy Director.

J. CONFLICT OF INTEREST

Prevention of Conflicting Interests

The Subrecipient, by signing this Agreement, covenants and affirms that:

No employee of the Subrecipient or a Subrecipient, no member of the Subrecipient’s or a Subrecipient’s governing body, and no person who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affect his or her personal pecuniary interest.

The Subrecipient shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. The Subrecipient, its executive staff and employees, while administering this Agreement, shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

Subrecipient shall immediately inform TEEX in writing of any potential conflict of interest which arises at any time during the term of this Agreement.
Rights in Data, Copyrights and Publication

TEEX will be free to publish the results of all work done under this Agreement. Ownership of all data produced under this Agreement will remain with TEEX. Title to and the right to determine the disposition of any copyrights, or copyrightable material, first produced or composed in the performance of this Agreement shall remain with TEEX, provided that TEEX shall grant to Subrecipient an irrevocable, royalty-free, non-exclusive license to reproduce, modify, and use all such data and copyrightable material for its own use, but not for any commercial purpose.

Measure of Liability

In consideration of Subrecipient’s full and satisfactory performance of conditions in the agreement, TEEX shall be liable to the Subrecipient in an amount equal to the actual allowable costs incurred by the Subrecipient, subject to the following limitations:

TEEX shall not be liable for expenditures made in violation of the legal authorities cited in Section I, Subrecipient Legal Compliance, of this Agreement, or any other law or regulation applicable to the specific project or service performed under this Agreement.

Except as otherwise provided by this Agreement, TEEX shall be liable to Subrecipient in an amount equal to the actual allowable costs, not to exceed the Subrecipient grant award, incurred by Subrecipient in rendering required performance.

Except as otherwise specifically authorized by TEEX in writing, TEEX shall only be liable for expenditures made in compliance with the cost principles and administrative requirements set forth and referenced in this Agreement.

TEEX shall not be liable to Subrecipient for costs incurred or performances rendered by Subrecipient before commencement of the Agreement or after completion of this Agreement.

TEEX shall not be liable for any costs incurred by Subrecipient in the performance of this Agreement which have not been billed to TEEX within sixty (60) days following termination of this Agreement.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
cross-section of officials representing the U.S. Department of Homeland Security, the U.S. Department of Justice, the Public Health Service, the U.S. Department of Energy, and State and local chemical, biological, radiological, nuclear, and explosive (CBRNE) response experts assisted in the development of this authorized equipment purchase list and in identifying unallowable items.

The following list is intended as a guide. If State agencies and local units of government have questions about eligibility of equipment not specifically addressed below, the SAA must contact the assigned CDP Preparedness Officer for clarification.

Authorized equipment purchases may be made in the following categories:

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Search and Rescue Equipment
4. Interoperable Communications Equipment
5. Detection Equipment
6. Decontamination Equipment
7. Physical Security Enhancement Equipment
8. Terrorism Incident Prevention Equipment
9. CBRNE Logistical Support Equipment
10. CBRNE Incident Response Vehicles
11. Medical Supplies and Limited Types of Pharmaceuticals
12. CBRNE Reference Materials
13. Agricultural Terrorism Prevention, Response and Mitigation Equipment
14. CBRNE Response Watercraft
15. CBRNE Aviation Equipment
17. Intervention Equipment
18. Other Authorized Equipment

1. Personal Protective Equipment - Equipment worn to protect the individual from hazardous materials and contamination. Levels of protection vary and are divided into categories based on the degree of protection afforded. The following constitutes equipment intended for use in a chemical/biological threat environment:

   Level A. Fully encapsulated, liquid and vapor protective ensemble selected when the highest level of skin, respiratory, and eye protection is required. The following constitutes Level A equipment for consideration:
   - Fully Encapsulated Liquid and Vapor Protection Ensemble, reusable or disposable (tested and certified against CB threats)
   - Fully Encapsulated Training Suits
   - Closed-Circuit Rebreather (minimum 2-hour supply, preferred), or open-circuit Self-Contained Breathing Apparatus (SCBA) or, when appropriate, Air-Line System with 15-minute minimum escape SCBA
particulates, and military specific agents.
- Closed-Circuit Rebreather (minimum 2-hour supply, preferred), open-circuit SCBA, or when appropriate, Air-Line System with 15-minute minimum escape SCBA
- Spare cylinder/bottles for rebreathers or SCBA
- SCBA Service and repair kits
- Equipment or system batteries will include those that are rechargeable (e.g. NiCad) or non-rechargeable with extended shelf life (e.g. Lithium)
- Chemical Resistant Gloves, including thermal, as appropriate to hazard
- Personal Cooling System; Vest or Full Suit with support equipment
- Hardhat
- Inner Chemical/Biological Resistant Garment
- Inner Gloves
- Chemical Resistant Tape
- Chemical Resistant Boots, Steel or Fiberglass Toe and Shank
- Chemical Resistant Outer Booties

**Level D.** Selected when no respiratory protection and minimal skin protection is required, and the atmosphere contains no known hazard and work functions preclude splashes, immersion, or the potential for unexpected inhalation of, or contact with, hazardous levels of any chemicals.

- Escape mask for self-rescue

*Note: During CBRNE response operations, the incident commander determines the appropriate level of personal protective equipment. As a guide, Levels A, B, and C are applicable for chemical/biological/radiological contaminated environments. Personnel entering protective postures must undergo medical monitoring prior to and after entry.*

All SCBAs must meet standards established by the National Institute for Occupational Safety and Health (NIOSH) for occupational use by emergency preparedness and response personnel when exposed to chemical, biological, radiological and nuclear (CBRN) agents in accordance with Special Tests under NIOSH 42 CFR 84.63(c), procedure number RCT-CBRN-STP-0002, dated December 14, 2001.

Grant recipients must purchase: 1) protective ensembles for chemical and biological terrorism incidents that are certified as compliant with Class 1, Class 2, or Class 3 requirements of National Fire Protection Association (NFPA) 1994, Protective Ensembles for Chemical/Biological Terrorism Incidents; 2) protective ensembles for hazardous materials emergencies that are certified as compliant with NFPA 1991, Standard on Vapor Protective Ensembles for Hazardous Materials Emergencies, including the chemical and biological terrorism protection; 3) protective ensembles for search and rescue or search and recovery operations where there is no exposure to chemical or biological warfare or terrorism agents and where exposure to flame...
and underwater scooter/DPV
- SCUBA equipment including: exposure and pressurized suites, face masks, regulators, air tanks, and pony bottles.

4. Interoperable Communications Equipment - Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. When utilizing ODP program funds in the category of Interoperable Communications Equipment to build, upgrade, enhance, or replace communications systems, grantees and sub-grantees should develop a comprehensive interoperable communications plan before procurement decisions are made.
- Land Mobile, Two-Way In-Suit Communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna and tower systems
- Leasing and rental of tower space
- Personnel Alert Safety System (PASS) (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Aviation and maritime security voice and data transmission equipment
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Computer aided dispatch systems and enhancement of 911 systems, and mobile computer data systems to include pagers, palm pilots, and cell phones
- Commercially available crisis management software
- Mobile Display Terminals

Note: In an effort to improve emergency preparedness and response interoperability, all new or upgraded radio systems and new radio equipment should be compatible with a suite of standards called ANSI/TIA/EIA-102 Phase I (Project 25). These standards have been developed to allow for backward compatibility with existing digital and analog systems and provide for interoperability in future systems. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability in the new nationwide 700 MHZ frequency band. The Integrated Wireless Network (IWN) of the U.S. Justice and Treasury Departments has also chosen the Project 25 suite of standards for their new radio equipment. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.

5. Detection Equipment - Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents
transportation (trailer)
- Decon Litters/roller systems
- Extraction Litters, rollable
- Runoff Containment Bladder(s), decontamination shower waste collection
  with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill Containment Devices
- Overpak Drums
- Non-Transparent Cadaver Bags (CDC standard)
- Hand Carts
- Waste water classification kits/straps

Biological
- HEPA (High Efficiency Particulate Air) Vacuum for dry decontamination

7. Physical Security Enhancement Equipment - Equipment to enhance the physical security of critical infrastructure.

Surveillance, Warning, Access/Intrusion Control
- Ground
  - Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
  - Barriers: Fences; Jersey Walls
  - Impact Resistant Doors and Gates
  - Portal Systems; locking devices for access control
  - Alarm Systems
  - Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
  - Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
  - X-Ray Units
  - Magnetometers
  - Vehicle Identification: Visual; Electronic; Acoustic; Laser; Radar
- Waterfront
  - Radar Systems
  - Video Assessment System/Cameras: Standard, Low Light, IR, Automated Detection
  - Diver/Swimmer Detection Systems; Sonar
  - Impact Resistant Doors and Gates
  - Portal Systems
  - Hull Scanning Equipment
  - Plus all those for Ground
  - Vessel Barriers

Sensors – Agent/Explosives Detection
- Chemical: Active/Passive; Mobile/Fixed; Handheld
- Biological: Active/Passive; Mobile/Fixed; Handheld
- Fees for use of databases containing terrorist threat information
- Facial recognition hardware and software

9. CBRNE Logistical Support Equipment - Logistical support gear used to store and transport the equipment to the CBRNE incident site and handle it once onsite. This category also includes small support equipment including intrinsically safe (non-sparking) hand tools required to support a variety of tasks and to maintain equipment purchased under the grant, as well as general support equipment intended to support the CBRNE incident response. The State should also consider procurement of software to assist in tracking and maintaining statewide equipment assets.

- Equipment trailers
- Staging tents and portable shelter units
- Weather-tight containers for equipment storage
- Software for equipment tracking and inventory
- Handheld computers for Emergency Response applications
- Small hand tools
- Binoculars, head lamps, range finders and spotting scopes (not for weapons use)
- Night vision goggles
- Light and heavy duty generators to operate search and rescue equipment, light sets, water pumps for decontamination sets
- Light sets for nighttime operations/security (including emergency light poles)
- Electrical current detectors and DC to AC inverter equipment
- Equipment harnesses, belts, and vests (including incident command vests)
- Isolation containers for suspected chemical/biological samples
- Bull horns and other PA systems
- Traffic and crowd control devices (traffic and reflective cones, arrow and zone signs, portable barriers)
- Water pumps for decontamination systems
- Bar code scanner/reader for equipment inventory control
- Badging system equipment and supplies
- Cascade system for refilling SCBA oxygen bottles
- SCBA fit test equipment and software to conduct flow testing
- Testing equipment for fully encapsulated suits and respirators
- Cooling/heating/ventilation fans (personnel and decontamination tent use)
- HAZMAT gear bag/box

10. CBRNE Incident Response Vehicles - This category includes special-purpose vehicles for the transport of CBRNE response equipment and personnel to the incident site. Licensing and registration fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general-purpose vehicles (squad cars, executive transportation, etc.), fire apparatus, and non-CBRNE tactical/armored assault vehicles are not allowable. Allowable vehicles include:
Gauze, all sizes
Burn kits

Pharmaceuticals
- 2Pam Chloride
- Adenosine
- Albuterol Sulfate .083%
- Albuterol MDI
- Atropine 0.1 & 0.4 mg/ml
- Atropine Auto Injectors
- Benadryl
- CANA Auto Injectors
- Calcium Chloride
- Calcium Gluconate 10%
- Ciprofloxin PO
- Cyanide kits
- Dextrose
- Dopamine
- Doxycycline PO
- Epinephrine
- Glucagon
- Lasix
- Lidocaine
- Loperamide
- Magnesium Sulfate
- Methylprednisolone
- Narcan
- Nubain
- Nitroglycerin
- Normal Saline (500 and 1000 ml bags)
- Potassium Iodide
- Silver Sulfadiazine
- Sodium Bicarbonate
- Sterile Water
- Tetracaine
- Thiamine
- Valium

12. CBRNE Reference Materials - Reference materials and software designed to assist emergency preparedness and response personnel in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- NFPA Guide to hazardous materials
- NIOSH Hazardous Materials Pocket Guide
- North American Emergency Response Guide
- Jane's Chem-Bio Handbook
Burning and Incinerating Supplies
- Clean fuel oil and other incineration materials
- Portable incinerators

Depopulation
- Euthanasia solution
- Captive bolt pistol (appropriate gauge)
- Lining and covering for buried waste
- General
- Euthanasia guidelines
- Animal handling guidelines
- Quarantine forms
- Plastic file boxes or filing cabinets
- Chisel
- Disposable scalpels/blades
- Surgical scissors
- Pliers
- Forceps
- Identification system for animals
- Reference materials for specific animal management in disasters/agro-terrorism

14. CBRNE Response Watercraft – This category allows for the purchase of surface boats and vessels for port homeland security purposes, including prevention and response. Allowable costs also include the purchase of customary and specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to carry out their homeland security mission.

Licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

15. CBRNE Aviation Equipment – This category allows for the purchase of special-purpose aviation equipment where such equipment will be utilized primarily for homeland security objectives and permissible program activities, and provides that the local unit of government certified that it has an operating aviation unit and that the costs for operation and maintenance of such equipment will be paid from non-grant funds. Aviation equipment is defined as fixed-wing aircraft, helicopters, and air-safety containers for CBRNE prevention, response, mitigation and/or remediation. Allowable costs include the purchase of customary and specialized navigational, communications, safety, and operational equipment necessary for CBRNE prevention, response and/or recovery.

Prior to obligating funds for this category of equipment, grantees must obtain a waiver from Department of Homeland Security Secretary through
manufacturer/vendor equipment training, the cost of overtime to attend the training, and costs related to having vendors provide training on equipment to State and/or local units of government is allowed to facilitate the training on and fielding of equipment.

- Shipping costs for equipment
- Sales tax on equipment

**III. Allowable Training Costs**

Funds may be used to enhance the capabilities of State and local emergency preparedness and response personnel through development of a State and urban area homeland security training program. Allowable training-related costs include: 1) establishment of CBRNE and cyber security training programs within existing training academies, universities or junior colleges; and 2) **overtime and backfill costs** associated with attendance at ODP-sponsored and approved CBRNE and cyber security training courses.

The target audience for training courses funded must be emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. Awareness training for citizen preparedness is also allowable. Grantees using these funds to develop their own courses should address the critical training areas and gaps identified in the State Homeland Security Strategy and the Urban Area Homeland Security Strategy must adhere to the ODP Emergency Responder Guidelines and ODP prevention and deterrence guidelines. These guidelines and ODP Training Doctrine may be found at: [http://www.oip.usdoj.gov/odp/whatsnew/whats_new.htm](http://www.oip.usdoj.gov/odp/whatsnew/whats_new.htm).

Grantees who wish to use grant funds to support attendance at and/or development of non-ODP sponsored training, must receive approval from ODP prior to using funds for this purpose. Please see Appendix D for the ODP Training Approval Process. Grantees and sub-grantees using funds to develop courses or to attend non-ODP courses will be required to report the number of individuals trained, by discipline and course level, in their BSIRs (see Appendix C).

To facilitate the development of training consistent with the ODP Emergency Responder Guidelines and Prevention and Deterrence Guidelines, States are encouraged to adopt the current ODP awareness and performance level courses noted below.

- Campus Law Enforcement Awareness Training on WMD
- AWR-100 Emergency Response to Terrorism: Basic Concepts
- AWR-101 Emergency Response to Terrorism: Basic Concepts(Train-the-
of government may not receive compensation from their unit or agency of
government AND from an award for a single period of time (e.g., 1:00 pm to 5:00
pm), even though such work may benefit both activities. Fringe benefits on overtime
hours are limited to FICA, Workers' Compensation, and Unemployment
Compensation.
2. **Training Workshops and Conferences** - Grant funds may be used to plan
and conduct training workshops or conferences to include costs related to planning,
meeting space and other meeting costs, facilitation costs, materials and supplies,
travel, and training plan development.
3. **Full or Part-Time Staff or Contractors/Consultants** - Full or part-time staff
may be hired to support training-related activities. Payment of salaries and fringe
benefits must be in accordance with the policies of the State or local unit(s) of
government and have the approval of the State or the awarding agency, whichever
is applicable. The services of contractors/consultants may also be procured by the
State in the design, development, conduct, and evaluation of CBRNE training. The
applicant's formal written procurement policy or the Federal Acquisition Regulations
(FAR) must be followed.
4. **Travel** - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable
as expenses by employees who are on travel status for official business related to
the planning and conduct of the training project(s) or for attending ODP-sponsored
courses. These costs must be in accordance with either the federal or an
organizationally approved travel policy.
5. **Supplies** - Supplies are items that are expended or consumed during the
course of the planning and conduct of the training project(s) (e.g., copying paper,
gloves, tape, and non-sterile masks).
6. **Other Items** - These costs include the rental of space/locations for
planning and conducting training, badges, etc.

**IV. Allowable Exercise Costs**

Funds may be used to plan for, design, develop, conduct, and evaluate exercises
that train homeland security preparedness, prevention and response personnel,
evaluate prevention and response plans, policy, procedures and protocols, and
assess the readiness of jurisdictions to prevent and respond to a terrorist attack.
Exercises must be threat and performance-based, in accordance with ODP's
Homeland Security Exercise and Evaluation Program (HSEEP) manuals. These
manuals provide explicit direction on the design, conduct, and evaluation of terrorism
exercises. Exercises conducted with ODP support (grant funds or direct support)
must be managed and executed in accordance with HSEEP. (See
www.ojp.usdoj.gov/odp/exercises/State.htm) After Action Reports (AAR) must be
provided to ODP within 60 days following completion of each exercise. ODP
Exercise Managers will be assisting their assigned States throughout development
and implementation of exercise programs. States and local units of government
should consider their ODP Exercise Managers as their point of contact for questions
and concerns regarding implementation of the HSEEP.
of preparedness.)

7. **Other Items** - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.

### V. Allowable Management and Administrative Costs

The SAA is prohibited from using management and administrative (M&A) funds from the FY 2004 UASI Program. Local jurisdictions receiving funds through this program may use no more than 3% of the total UASI grant amount for M&A. For example, if the total award for an urban area is $1,000,000, the total M&A funds available would be $30,000.

Allowable management and administrative (M&A) expenditures may include:

- Hiring of full-time or part-time staff or contractors/consultants to assist with the management of the UASI
- Hiring of full-time or part-time staff or contractors/consultants to assist with the implementation and administration of the Urban Area Homeland Security Strategy
- Travel expenses
- Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Office of the Comptroller (OC) Financial Guide at [http://www.ojp.usdoj.gov/FinGuide](http://www.ojp.usdoj.gov/FinGuide)).
- Acquisition of authorized office equipment *(Note: Authorized office equipment includes personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the urban area strategy).*
- Leasing and/or renting of space for newly hired personnel to administer the Urban Area Strategy Program.

### Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the UASI Program; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

conducting of exercises; 4) travel associated with planning and conducting exercises; 5) supplies consumed during the course of planning and conducting exercises; 6) costs related to the implementation of the HSEEP to include the reporting of scheduled exercises, and the tracking and reporting of
APPENDIX D from ODP Fiscal Year 2004 Urban Areas Security Initiative Grant Program Guidelines and Application Tool Kit

Guidance for Requesting ODP Approval of Non-ODP Course Development and Attendance

1. State/local request for review of Awareness and Performance Level Courses should be made on letterhead to the DHS-ODP Preparedness Officer through the SAA. Do not send course materials at this time.

2. The DHS-ODP Preparedness Officer will forward the request to the ODP Training Division.

3. Upon receipt of the request, the ODP Training Division will respond as follows:

   A. Send a letter of acknowledgment and conditional approval, accompanied by the following:

      1. ODP Training Approval Template and instructions for use by requestor.
      2. ODP Training Doctrine which includes the following (4) documents:
         ODP Training Strategy
         Emergency Responder Guidelines
         Prevention Guidelines
         Training Approval Guidelines

   B. Notify the DHS-ODP Preparedness Officer that funding may be conditionally approved pending further review by the DHS-ODP, Center for Domestic Preparedness (CDP). The requesting jurisdiction may begin obligating funds at this time.

   C. Ensure that the request has been entered in the ODP Training Approval Tracking System.

4. Upon receipt of the Template and Training Doctrine, the Requestor or a designee will follow the instructions to document a comparison between the objectives of the course in question and the ODP Training Doctrine, using the template provided. The Requestor will return the completed template and course materials to the ODP Training Division Designee within 30 days.
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 __________________________, 2004, on motion made by __________________________, and seconded by __________________________, the following order was adopted:

WHEREAS, on August 24, 2004, the Dallas County Commissioners Court was briefed on receiving the Notice of Subrecipient Award for the FY 04 Urban Area Security Initiative II; and

WHEREAS, the State Administrative Authority has forwarded subrecipient agreement for the above grant program to Dallas County; and

WHEREAS, the grant award is for the purchase of special equipment and services, and does not require county match and does not allow indirect cost recovery.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court does hereby approve acceptance of the FY04 Urban Area Security Initiative II Program sub-grant, assigns administration and implementation responsibility (in accordance with published grant rules and requirements), of the above grant, to the Office of Security & Emergency Management, and authorizes the County Judge to sign all related documents.

DONE IN OPEN COURT this the _____ day of __________________________, 2004.

Margaret Keliher
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: ________________________________

William H. Eckert
August 9, 2004

Mr. Danny Chandler  
509 Main Street, Room 305  
Dallas, TX 75202

Dear Mr. Chandler:  
You are receiving the enclosed Notice of Subrecipient Award for the FY 2004 Urban Area Security Initiative and Grant Instructions because you are registered as the Jurisdiction Point of Contact for the Dallas County. If you are no longer serving in that capacity please immediately give this packet to the correct individual.

The enclosed documents contain the necessary documentation and instructions for you to utilize your 2004 UASI sub-grant to improve your jurisdiction’s ability to respond to potential terrorist use of a Weapon of Mass Destruction.

The Notice of Subrecipient Award should be signed by the County Judge, City Mayor, City Manager, Mayor Pro-TEM, Executive Director for the Council of Government, or Chief Financial Officer for the jurisdiction. Subgrants to agencies should be signed by the agency director. Other signatures will require an accompanying statement from the senior elected official authorizing the individual to sign for the jurisdiction. The Deadline to return the signed Notice of Subrecipient Award is October 8, 2004, either by fax or postmarked with the due date. Subrecipients that cannot meet the deadline should immediately contact the Texas Engineering Extension Service to request an extension. A maximum 30 day extension may be granted to allow for schedules of City Councils and Commissioners’ Courts.

Address:  
Director of Domestic Preparedness  
John B. Connally Building  
301 Tarrow-TEEX, Suite 138  
College Station, TX 77840-7896  
Fax: (979) 458-6927  
Email: support@texasdpa.com

If you have any questions, or require further information regarding this award, please do not hesitate to contact Charles Todd, TEEX Director of Domestic Preparedness, at (979) 458-6815.  
Sincerely,

R. Charles Todd

Charles Todd  
Director of Domestic Preparedness  
Texas Engineering Extension Service
<table>
<thead>
<tr>
<th>TEXAS ENGINEERING EXTENSION SERVICE</th>
<th>NOTICE OF SUBRECIPIENT AWARD FOR Dallas County</th>
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<tr>
<td><strong>1. RECIPIENT NAME AND ADDRESS</strong></td>
<td>5. PROJECT PERIOD: FROM 12/01/2003 to 11/30/2005</td>
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<td>Mr. Danny Chandler</td>
<td>BUDGET PERIOD: FROM 12/01/2003 to 11/30/2005</td>
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<tr>
<td>509 Main Street, Room 305</td>
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<td>Dallas, TX 75202</td>
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<td><strong>1A. GRANTEE IRS/VENDOR NO.</strong></td>
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**11. SPECIAL CONDITIONS**

The above grant is subject to such conditions or limitations as are set forth in the NOTICE OF SUBRECIPIENT AWARD and in the TEXAS FY 2004 UASI GRANT INSTRUCTIONS

**12. STATUTORY AUTHORITY FOR GRANT**


**13. METHOD OF PAYMENT**

Reimbursement: See details in TEXAS FY 2004 UASI GRANT INSTRUCTIONS

**14. SIGNATURE OF APPROVING TEEX OFFICIAL**

Arturo Alonzo, Jr.
Deputy Director/CFO
Texas Engineering Extension Service

**15. TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL**

**16. SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL**

AGENCY USE ONLY
AUG 1 2 2004
SPECIAL CONDITIONS

1) The *Notice of Subrecipient Award* is only an offer until the subrecipient returns the signed copy of the Notification of Subrecipient Award in accordance with the date provided in the transmittal letter.

2) The subrecipient agrees to use funds in accordance with the instructions in the *Texas FY 2004 UASI Grant Instructions*.

3) The subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of Office of Justice Programs (OJP) Financial Guide.

4) The subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

5) Subrecipient agrees to make no request for reimbursement prior to return of this agreement approved by the subrecipient and signed by the authorized subrecipient representative.

6) Subrecipient agrees to make no request for reimbursement for goods or services procured by subrecipient prior to the performance period start date of this agreement.

7) The subrecipient affirms that federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

8) All projects and equipment must be approved by the Urban Area Working Group prior to procurement actions. The Texas FY 2004 UASI Grant Instructions provide information on how the Council of Governments may input information on the working group’s behalf.
August 18, 2004

TO: Commissioners Court

THROUGH: Ryan Brown
Budget Officer

FROM: Shannon Brown
Assistant Budget Officer

SUBJECT: District Attorney Misdemeanor Family Violence Caseworker Position

Background

The District Attorney’s Office currently has two grant-funded caseworker positions to assist victims in the misdemeanor family violence courts. The department is requesting that one of these positions be temporarily converted to two part-time positions. The purpose of this briefing is to make a recommendation on this request.

Operational Impact

The misdemeanor caseworkers are responsible for managing all victim contacts, providing information to the victim on the criminal justice process, discussing possible case dispositions, providing support, and offering information on additional community resources. Currently, these two positions perform these duties for approximately 4,700 misdemeanor family violence cases each year.

An individual in one of these positions is preparing to complete her graduate work in social services this fall. Her course of study requires that she perform 20 hours per week of internship at another agency. She has requested to transition to part-time status during this time (September through December) and to work approximately 20 hours per week with the District Attorney’s Office. The department believes they can hire a second individual to provide services during the remaining 20 hours. The result will be the same level of coverage as one full-time position. The position will be converted back to full-time effective the first full pay period in January 2005.
The individual understands that her status will not include benefits during this time. In addition, the department will notify the additional part-time employee of the temporary intent of the position.

County policy states that, in general, part-time employees will be paid the minimum salary of the range for the position. When the District Attorney’s Office has converted full-time positions to part-time positions in the past, the incumbent has been allowed to maintain their current hourly salary. The District Attorney’s Office is requesting that this individual be allowed to maintain her current hourly salary of $15.50, which is just above the range minimum for a grade C of $14.55. In addition, the department is requesting that the employee be allowed to retain her current accrued sick/vacation/compensatory time (totals approximately 99 hours). The employee will not accrue additional time while working on a part-time basis and will forfeit her accrued time if she does not return to full-time status.

**Financial Impact**

The grant that funds this position does not require a County match, thus there is no impact to the General Fund. The projected financial impact to the grant is a savings of $1,900 due to no insurance benefits being paid for a period of four (4) months. A grant adjustment will need to be submitted to transfer funds from full-time to part-time salaries.

**Recommendation**

The Office of Budget and Evaluation recommends that a misdemeanor caseworker position (#4390), grade C, be converted to two part-time positions for a period of four months (September through December). The position will be re-established as a full-time position effective the first complete pay period of January 2005.
August 16, 2004

To: Commissioners Court

Through: Ryan Brown, Budget Officer

From: Shawn Balusek, Budget and Policy Analyst

Subject: Commissioners Court Administration Library Services New Look Initiative

BACKGROUND:
Dallas County's New Look is an aggregated initiative to challenge all County government to review not only how things are done, but what is being done. This approach will allow all County operations to be looked at to increase efficiency and effectiveness. Commissioners Court has authorized savings resulting from New Look initiatives to be utilized for employee compensation.

IMPACT/OPERATIONS:
Commissioners Court Administration has submitted a New Look initiative to discontinue providing funding for library materials and librarian salary supplements at the branch libraries in the cities of Sachse, Seagoville, Wilmer, Hutchins, and Cockrell Hill.

Dallas County began operating its public library program over sixty years ago when virtually none of the towns outside of Dallas had their own public libraries. During these years, the County has provided staffing, library materials, technical assistance, and funding and has been responsible for creating almost all of the area's suburban libraries. Four of the five cities have been in the program for over twenty years with the newest member having been in the program for eleven years. With the libraries in these cities having been in operation for so long, they should now have sufficient experience and support within their city to allow each library to function without County assistance.

Each fiscal year, a contract is entered into between each city and the County. In exchange for the financial assistance from the County, the five cities agree to operate a library that is open to the public for at least twenty hours per week.

The funds for the salary supplement are issued in a lump sum to each city when a contract has been executed. The funds are utilized over the course of the year to help pay the salaries of their librarians. The funding for the library materials is also issued in a lump sum when a city has demonstrated that it has spent its local book/library material budget.
The County’s assistance to the cities range from $8,000 to $11,000 and represent approximately 10% to 30% of a city’s annual library budget. The County provides $18,000 for library books and $30,940 for salary supplements.

There are multiple options to eliminate or reduce library assistance funds.

1) Full elimination of all library assistance funding beginning in FY05.
2) Reduce the FY05 library assistance by 50% and in FY06 eliminate all library assistance funding.
3) Reduce library assistance by 25% each year with all assistance ending in the fourth fiscal year.
4) Eliminate library assistance for only library books while continuing to assist with salary supplements.
5) Eliminate salary supplements while continuing to assist with library books.

**FINANCIAL IMPACT:**
If all library assistance funding is eliminated in FY05, the annual benefit to the General Fund would be $48,940.

**RECOMMENDATION:**
The Office of Budget and Evaluation recommends that Commissioners Court approve option 1: full elimination of all library assistance funding beginning in FY05. The savings of $48,940 should be applied to the FY05 “New Look” allocation.
August 18, 2004

TO: Commissioners Court

THROUGH: Ryan Brown, Budget Officer

FROM: Ronica L. Watkins, Budget and Policy Analyst

SUBJECT: Acceptance of a Donation for the Justice of the Peace Collections Program Clean-up

Background

The Commissioners Court has entered into a collection services contract with Linebarger Goggin Blair & Sampson, LLP for the Dallas County Justice of the Peace Courts. The contract is for a two year period, commencing on July 6, 2004 through July 5, 2006. The purpose of the contract is for Dallas County to provide information necessary to the Contractor for the collection of unpaid traffic fines and court costs. However, due to programming delays the Contractor has been unable to begin the program. It is anticipated that the programming will be completed by the end of September 2004. Also, due to the additional work that the clean-up requires of the Justice Courts additional assistance is required. In order to expedite the review of the cases Linebarger Goggin Blair & Sampson desires to donate to Dallas County funds in the amount of $25,000 designated specifically for the clean-up of the cases from the fiscal years 1999 – 2003 for the justice courts. The purpose of this briefing is to provide a recommendation regarding the acceptance of this donation.

Operation

IT Services had already established the parameters for extracting the Collection cases from the Justice of the Peace Accounting System (JPAS) based on adjudicated cases only. However, with the change in the legislation the parameters need to be modified to include all non-adjudicated traffic cases. The total number of cases that require review through August 31, 2004 are approximately 180,000. Several courts with a smaller number of traffic cases will complete their list quickly. However, courts with a larger number of traffic case filings in their court have expressed the inability to review their cases in addition to daily workload.

Once the programming is complete the same process will be utilized for the clean-up of these cases as was implemented for the Omnibase Failure to Appear (FTA) clean-up.
The Auditor's Office will perform a random check of cases listed to ensure the completeness and accuracy of the cases that are being reviewed.

It is anticipated that the clean-up will be at least 5 to 6 weeks, with an anticipated start date of September 13, 2004.

Financial Impact

Staffing – The Office of Budget and Evaluation anticipates utilizing the same six temporary clerks that processed the Omnibase FTA cases for clean-up, with an additional six temporary clerks for duration of the project, resulting in a total of twelve temporary clerks. The estimated cost for 24,000 hours of temporary clerks is $24,000. Human Resources Department has verified with the Office of Budget and Evaluation that temporary clerks will be available within 48 hours of the request once a location and job description has been determined. Auditor’s Office is requesting that a criminal background be conducted on all temporary clerks prior to allowing access to JPAS.

Supplies – Anticipated $1,000 for supplies for the clerks.

Location and Furniture – There are six workstations available from the Omnibase FTA clean-up project. Ed Bailey has identified a separate area that can be set-up for the additional six clerks. A work table will be required to set-up on the opposite side of the counter as work stations. Six chairs will be located and transferred to the area by the start date. There are no additional anticipated costs for setting up the workstations.

Computer and phone lines – Six computers are needed with access to make the necessary changes to the JP system. Computer and phone lines are already available at the location. Rodney Christian has set-aside six surplus computers to be utilized for the project. It is anticipated the set-up will be complete by September 6, 2004. There are no additional costs for the computers or phone lines.

Recommendation

The Office of Budget and Evaluation recommends the acceptance of the $25,000 from Linebarger Goggan Blair & Sampson for the specific use of clean-up of the justice court cases for referral to the Justice of the Peace Collections program. The Office of Budget and Evaluation and the Commissioners Court Administration will supervise the twelve temporary clerks. The estimated cost for the clean-up is $25,000.
To: Commissioners Court

From: Maria L. Hernandez, Policy Analyst

Date: August 24, 2004

Subject: Policy Revision - Home Storage of County Vehicles - Rebrief

BACKGROUND
The Commissioners Court was briefed March 16, 2004 on a review of the policy on the Home Storage of County Vehicles. The review was undertaken in light of events that resulted in a loss of employee and county property. The proposed policy changes call for the county to have no liability for any damages or loss caused by a county vehicle when stored at an employee's residence and that a waiver be signed indicative of such. Furthermore, the proposed revisions establish procedures to be followed if an employee receives a citation while driving a county vehicle, and addresses the issue of liability when there is an unauthorized use and storage of a county vehicle. The purpose of this briefing is to request approval from the Court to distribute the attached Home Storage of County Vehicles Policy for a 30-day review and comment period.

OPERATIONAL IMPACT
None.

FISCAL IMPACT
None.

LEGAL IMPACT
The District Attorney's Office approves of the suggested revisions.

RECOMMENDATION
Staff recommends that the revised Home Storage of County Vehicles policy (Attachment A) be approved and distributed for a 30-day review and comment period.

Approved by:

Allen Clemson, Administrator

Attachment
DIVISION 3. HOME STORAGE

Sec. 90-91. Eligibility.

The commissioners court may approve home storage or remote storage of vehicles, usually for employees that are on call 24 hours a day.

Before an employee may use and/or store a vehicle at their place of residence, or any other location other than an approved county storage location, they must have a signed release and hold harmless waiver filed with the Auto Service Center. It is the sole responsibility of the employee to ensure that such waiver has been filed and is on record with the ASC. If for any reason such record is not available in the ASC records such waiver will be deemed to not have been filed. (See Exhibit A).

(Cord. No. 2000-1342, § 7.00, 7-11-2000)

Exhibit A

STATE OF TEXAS

COUNTY OF DALLAS

§

§

RELEASE OF LIABILITY

For and in consideration of the utilization of a vehicle owned by Dallas County for home or remote storage, as provided by Dallas County Code §90-91 through 90-95, in the course and scope of my employment with Dallas County, the receipt of which is hereby acknowledged, I, ________________________________, being of lawful age, and of sound mind, for myself, my heirs, administrators, executors, successors and assigns, hereby fully and forever release, acquit and discharge Dallas County, Texas and its Commissioners, officials, employees, agents, their heirs, administrators, executors, successors and assigns, from any and all actions, claims and demands of whatsoever kind or nature on account of any and all known and unknown injuries, losses and damages of whatever nature, including real property damages, bodily injury damages, damages to personal property and consequential damages, sustained or received in connection with the utilization of a home or remote storage vehicle owned by Dallas County.

I hereby declare that I fully understand the terms of this release; that the utilization of the vehicle owned by Dallas County for home or remote storage in the course and scope of my employment with Dallas County is the sole consideration of this release and that I voluntarily accept that utilization of the vehicle owned by Dallas County for home or remote storage as the sole purpose of making a full release for all claims for injuries, losses and damages resulting or as a result from said utilization of a vehicle owned by Dallas County, known or unknown at this time.

I HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE AND EXECUTE IT FREELY AND VOLUNTARILY ON __________, 20____.

READ CAREFULLY BEFORE SIGNING

Printed Name:

SWORN TO and SUBSCRIBED before me by ________________________________ on __________, 20____.

Notary Public in and for State of Texas
Sec. 90-92. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Home storage privileges* means allowing the employee to use a county-owned vehicle to commute from home to work duty. At no time shall a county-owned vehicle be used for any personal use.

*Remote storage* means off-duty parking of vehicles at locations other than the base work site, usually at another county facility or governmental agency location.

(Ord. No. 2000-1342, §§ 7.01, 7.02, 7-11-2000)

Cross references: Definitions generally, § 1-2.

Sec. 90-93. Regulations.

(a) All home storage vehicle assignments must be approved by order on an individual basis by the commissioners court of the county.

(b) No department head may make an offer of a home storage vehicle to a prospective or current employee without the prior approval of the commissioners court.

(c) All home or remote storage vehicles, with the exception of those specifically listed, shall be reassigned automatically to the general pool of each department when the incumbent who currently is assigned the vehicle terminates from his present job or position. If use of a vehicle is terminated or denied for policy violations in accordance with Sec. 90-94, the vehicle will be returned to the ASC and impounded until the violation is resolved. No vehicle shall be reassigned as a home storage or remote storage vehicle without the expressed consent of the commissioners court.

(d) The department head must justify to the commissioners court the continual assignment of the associated vehicle to their department when an incumbent terminates employment from their current job or position.

(e) With the exception of staff officers ranked captain or above, no sheriff's department personnel may be assigned a home or remote storage vehicle without the prior approval of the commissioners court.

Sec. 90-94. Personal Liability for use of home storage.

(a) Any employee who stores a county vehicle at his place of residence, or any other location other than a County authorized storage site assumes any and all liability for any damage or loss caused directly or indirectly by such county vehicle. This specifically relates to real and personal property damage or loss of the employee.

(b) An employee who uses County property in violation of this policy shall be held personally liable for any damages incurred by the County or any third party resulting from such unauthorized use.

(c) In the case that a county vehicle is stored at an employee's home in violation of Sec. 90-93, Regulations, such employee shall be personally responsible for any damage that is caused by, or to, such vehicle.
(d) If while assigned or driving a county vehicle, the employee is issued a citation, (moving violation and/or parking ticket), it is the sole responsibility of the employee to properly dispose of such citation(s). If the responsible employee fails to dispose of such citation, and this failure to act results in the booting or towing of the vehicle, it is the sole responsibility of the employee to pay any and all fines and fees owed as well as obtain the return of the vehicle.

(e) Any employee that fails to adhere to item (c) above will be prohibited from any further use of any county vehicle for any reason until such time as the employee obligations have been satisfied. If the prohibition from use of any county vehicle causes an employee not to be able to perform their job functions, that employee will have to abandon their position and will be removed from county employment.

(f) All county employees who operate county-owned vehicles are encouraged to obtain an endorsement on their personal auto insurance policy to provide for liability coverage while operating county vehicles.

*Cross reference: Sec. 90-134. Employee liability.

Sec. 90-95. Authorized Vehicles.

The following divisions, positions and specified number of vehicles are authorized continual home or remote storage privilege when incumbents in these position change:

<table>
<thead>
<tr>
<th>Department</th>
<th>Position Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Constables</td>
<td>All deputies</td>
</tr>
<tr>
<td>No. 2010</td>
<td>Public works</td>
</tr>
<tr>
<td>No. 1022</td>
<td>Facilities</td>
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<tr>
<td>No. 1026</td>
<td>Security</td>
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<tr>
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<td>Fire marshal</td>
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<td>Crime lab</td>
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<td>Medical examiner</td>
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<tr>
<td>No. 3130</td>
<td>Warrant execution</td>
</tr>
<tr>
<td>No. 3131</td>
<td>Fugitive</td>
</tr>
<tr>
<td>No. 3132</td>
<td>Civil section</td>
</tr>
<tr>
<td>No. 3131</td>
<td>All deputies (home storage) 10 vehicles</td>
</tr>
<tr>
<td>No. 3132</td>
<td>All deputies (remote storage only) 6 vehicles</td>
</tr>
<tr>
<td>No. 3130</td>
<td>All deputies with daily warrant execution responsibility (remote storage only) 17 vehicles</td>
</tr>
<tr>
<td>No. 3312</td>
<td>Field agent (vehicle on rotation basis)</td>
</tr>
</tbody>
</table>
Date: August 16, 2004

To: Commissioners Court

From: Rodney Christian

Subject: TechShare Project Addendum – CIJS Phase III Participation

BACKGROUND
In May 2003, thirteen counties joined together to develop a consolidated set of business use cases and a data dictionary as a precursor to developing a common integrated justice system (CIJS), and this endeavor was known as “CIJS – Phase II”. This effort was completed on time and under budget in May 2004.

Phase III of the project will provide the technology framework for CIJS as well as the Data Sharing and Law Enforcement components. A detailed description of the Phase III effort is attached to this briefing.

FISCAL IMPACT
Funding for the one time cost of $164,828 is available the Major Technology Fund unallocated reserves for FY2005 (195.0.0.2005).

RECOMMENDATION
This M.I.S. Department recommends that the Commissioners Court approve the TechShare Project Addendum – CIJS Phase III and the use of the Major Technology Fund to fund Dallas County’s pro-rata share of the project budget of $164,828.

This request was briefed to the IT Steering Committee on 8/17/2004.
TECHSHARE PROJECT ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS) – PHASE III

PROJECT DESCRIPTION

Through approval of this Project Addendum, Counties shall participate in Phase III of the development of a Common Integrated Justice System (CIJS).

The CIJS Project is comprised of the following phases:

Phase I: Feasibility Study

In 2003, the Urban Counties conducted Phase I of the CIJS project, which involved the coordination of a steering committee composed of various county officials and end users to determine the feasibility of undertaking a common integrated justice system. The result of Phase I was a proposal sent to all Urban Counties members outlining the proposed set of deliverables offered should counties choose to participate in Phase II. Thirteen (13) member counties participated in and provided funding for Phase II. Interlocal agreements were executed between the Urban Counties and participating member counties.

Phase II: Requirements Definition

A Request for Proposal was issued on July 2, 2003 with the purpose of defining the business requirements for a new CIJS and a contract was awarded to Sierra Systems Group. Phase II was completed on schedule and within budget in May 2004.

Phase II deliverables included:

- Business requirements for all county government CIJS stakeholders in the form of Use Cases built on Rational Unified Process (RUP) standards;
- XML Strategy;
- Data Dictionary; and
- Function Point Count based on business requirements.

Phase III: Select and Acquire Option to Buy/Build Core Components

Phase III will focus on providing technology framework for CIJS, including the infrastructure and environmental requirements for using CIJS components; designing the Data Sharing component; selecting Law Enforcement and Court Administration components; and obtaining the option to buy or build these core components and modules.

The primary focus for the CIJS Technology Framework will be integration. The Framework will provide guidelines, standards, and specifications for acquiring or developing CIJS components to ensure integration of all components as part of the Common Integrated Justice System.

Because the Data Sharing component is necessary to meet emerging standards for data interchange with State and Federal agencies, Urban Counties will seek grant funding for the development of this component. If Urban Counties is able to obtain grant funding to buy or
build the Data Sharing component, the component will be designed and configured to address State data sharing requirements as well as county-to-county needs. If the Urban Counties provide the funding to buy or build the Data Sharing component, the component will be designed and configured to support county-to-county needs.

During Phase III, the design and specifications for the data sharing component will be completed and an RFP will be developed and issued to obtain the option to buy or build the Data Sharing component through a competitive procurement process.

The Juvenile Information System (JIS) and Adult Information System (AIS) components developed by Dallas County and offered to the Urban Counties as assets under the TechShare program will be evaluated for selection as solutions for to the CIJS Law Enforcement component. Pending the outcome of the evaluation, it may be necessary to develop and issue an RFP to acquire the option to build or buy the CIJS Law Enforcement component.

An option to buy or build the Court Administration components for Criminal and Civil Courts will be obtained through a competitive procurement process. As part of the evaluation process, the Urban Counties will consider all components of the integrated CIJS solution, the strategic direction of suppliers in the justice marketplace, and the ability of proposed solution providers to supply additional components other than the Court Administration modules.

Counties will then have the option to acquire the modules through an “enterprise-wide” agreement for the Urban Counties. The Court Administration components (or other CIJS modules) could then be deployed on a module by module basis, for use by the participating counties as they had resources available based on their specific priorities.

CIJS Support components will be acquired or developed based on the needs of the Law Enforcement and Court Administration components. The CIJS Support components could be deployed on a module by module basis for use by the participating counties as they have resources available based on their specific priorities.

Based on the availability of grant funding, Phase III could also include an update to the State’s TJI\(^3\) Plan.

Phase III Deliverables include:

- Technology Framework
- Data Sharing Design and Data Sharing Buy/Build Option
- Law Enforcement Selection
- Court Administration Core Modules Buy/Build Option
- Update TJI\(^3\) Plan (optional based on the availability of grant funding)

**Future Phases**

The subsequent phases of CIJS will be organized and structured based on the priorities and interest of the Counties in working together on individual projects. Future phases could follow the same structure where the Urban Counties acquires the option to buy or build the CIJS components through a competitive procurement process. Once the “enterprise agreement” is in
place, Counties could elect to implement the modules based on their individual priorities and available resources.

As the initial activity in future phases, the CIJS Technology Framework should be updated and extended based on the components deployed. It will also be necessary to reconfirm the business requirements for CIJS components and modules based on the then-current environment and changes in Federal or State legislation.

The following milestones are for completing Phase III. Dates are given relative to the project start date.

**Technology Framework**

- Technology Framework - Design a technology framework to ensure integration of all components as they are developed and deployed. Month 3

**Data Sharing**

- Data Sharing Design Month 5
- Option to Buy/Build Data Sharing Component Month 9

**Law Enforcement Selection**

- JIS/AIS Evaluation Month 7
- Option to Buy, Build, or Modify JIS/AIS for Law Enforcement Month 9

**Court Administration**

- Option to Buy/Build Court Administration Core Modules Month 8

**TJI³ Plan (optional, based on availability of grant funding)**

- Update to the State’s integrated justice plan Month 6
BUDGET AND FUNDING

The initial budget for the scope of work is $750,000.00. Each County’s portion of this obligation shall be equal to the sum of $2,500.00 plus the county’s pro-rata share of the remainder based on the respective percentage of population of the county to the total population of all the participating Counties. As additional counties join, the budget may be adjusted to reflect changes in costs, and the respective budget figures will be adjusted in accordance with this population formula without further action of the Parties. If additional counties join, the scope of the project and the budget may be changed at the discretion of the Urban Counties Board in consultation with the Oversight Board. In no event will a County be obligated to pay more than the respective amount set forth in Attachment A without formal approval of the County’s commissioners court.

In the event one or more participating counties terminate their participation, the Oversight Board changes the formula(s) for calculating costs, or any other decision is made or event occurs that would increase the costs due by a County, then the Urban Counties shall prepare a Addendum for each County. The County shall not be obligated to pay the higher costs unless and until the County approves the subsequent Addendum.

MINIMUM COUNTY APPROVAL REQUIRED

This Addendum – and the costs for each county set forth in Attachment A - shall not be binding on any county unless the Addendum is approved by the commissioners courts of either (1) all of the following counties: Harris, Dallas, Tarrant, Bexar, Travis, Collin, and Galveston; or (2) sufficient counties to reach the initial $750,000 budget as determined by the amounts set forth in Attachment A.

PAYMENT OF SHARED COSTS

Each County shall pay its portion of the shared project costs to the Urban Counties no later than October 31, 2004. The Urban Counties will send an invoice no later than October 1, 2004 to each county that has approved this Addendum by that date. Counties approving this Addendum after October 31, 2004 shall pay their portion of the project costs no later than 45 days after approval of this Addendum by the commissioners court.

OVERSIGHT BOARD - VOTING

Each participating county shall designate an individual to serve on the Project Oversight Board. Voting strength of each representative shall be equal to the respective percentage of the shared costs of the County to the total budget. As additional counties join in this Agreement, the voting strength of each representative will be adjusted in accordance with this formula without further action of the Parties.
SERVICES PROVIDED BY A PARTICIPATING COUNTY

At the discretion of the Oversight Board, one or more participating counties may provide services deemed desirable by the Oversight Board. Such county(ies) may receive consideration for all but its proportionate share of the costs of such services as determined by the Oversight Board.

TERM AND TERMINATION

This Addendum shall be in effect from the date it is approved by the County’s commissioners court and shall remain in effect until the earlier of (1) completion of the Project; or (2) termination as provided in this section.

This Addendum may be terminated by the County by providing written notice of termination to the Urban Counties at least thirty (30) days in advance of the proposed termination date. There will be no refund of shared costs previously paid by the County.
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<thead>
<tr>
<th>County</th>
<th>2000 Population</th>
<th>FY 2005 Costs</th>
</tr>
</thead>
<tbody>
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<td>Harris</td>
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<td>$251,275</td>
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<tr>
<td>Dallas</td>
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<tr>
<td>Tarrant</td>
<td>1,446,219</td>
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<td>Bexar</td>
<td>1,392,931</td>
<td>$104,402</td>
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<td>Travis</td>
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<td>$61,924</td>
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<tr>
<td>El Paso</td>
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<td>Hidalgo</td>
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<td>Denton</td>
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<td>Fort Bend</td>
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<tr>
<td>Chambers</td>
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</tbody>
</table>

Overall Project Costs: $ 750,000

Explanation:
Costs allocated using $2500 per county plus per capita ratio to reach project budget.
All costs based on minimum participation of counties of Harris, Dallas, Tarrant; Bexar, Travis, Collin & Galveston.
Other county amounts are based on adding just that county to those seven.
Common Integrated Justice System (CIJS)

Roadmap

July 9, 2004
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1.0 Overview

A multi-phase approach should be used for the deployment of a Common Integrated Justice System (CIJS) for the Texas Conference of Urban Counties (Urban Counties.) This approach makes it possible to set achievable, short-term milestones that will ensure new capabilities are quickly delivered. Phasing also helps ensure that projects are completed on schedule and within budget.

This approach allows each County to choose their individual level of participation in the CIJS project based on their own needs and requirements. The phases also allow CIJS to be implemented in such a way as to break up the project into affordable segments of work. This document provides the current funding requirements, the decision point for proceeding with acquisition and implementation, and the estimated funding required to implement the solution should the Urban Counties decide to proceed.

The recommended activities for Phase III are:

**Activity 1: Establish Technology Framework**

Design a technology framework to ensure integration of all components as they are developed and deployed. Professional Services Contract will be used to obtain technical expertise to be shared among the counties. The Technology Framework should be completed in Fiscal Year 2004.

**Activity 2: Design and Obtain the Option to Buy/Build Data Sharing Component**

Obtain grant funding to develop the Cross-Jurisdictional Data Sharing Component (XML). Develop and issue RFP to obtain the option to acquire and implement the Cross-Jurisdictional Data Sharing Component. TechShare resources will be used to develop the RFP and evaluate responses. Development of the Data Sharing Component should be completed in Fiscal Year 2005.

**Activity 3: Select Law Enforcement Solution**

Select a Law Enforcement solution. Urban Counties has identified an existing asset for consideration. Should this asset not be a viable solution, an RFP will be developed and issued to acquire a Law Enforcement solution. TechShare resources will be used to complete this step. Counties will have the option of implanting the Law Enforcement solution in Fiscal Year 2005.

**Activity 4: Obtain the Option to Buy/Build Court Administration Component**

Develop and issue RFP to obtain the option to acquire and implement an integrated Courts Administration solution. Urban Counties is ready to go forward with a courts solution as we have identified a group with significant interest. TechShare resources will be used to develop the RFP and evaluate responses. Counties will have the option of acquiring the Court Administration software in Fiscal Year 2005.

Exhibit 1, below, illustrates the components of CIJS and the recommended modules to be included in Phase III.
Texas Conference of Urban Counties
CIJS Roadmap
July 2004

Common Integrated Justice System (CIJS) Roadmap
June 2004

Phase III Deliverables:
- CIJS Technology Framework
- Option to Buy/Build Cross-Jurisdiction Data Sharing Component
- Selected Law Enforcement Component
- Option to Buy/Build Court Component

Total Phase III Cost: $750K.
2.0 Integrated Justice – Guiding Principles

CJIS will be designed to address the operational needs of justice agencies while providing the societal benefits associated with information sharing across jurisdictions. In order to ensure the CJIS solution is integrated, all management and technical decisions will be guided by these principles:

1. Information is captured at the originating point to ensure the highest degree of accuracy and authenticity.

2. Information is captured once and reused, eliminating the need for redundant collection and entry.

3. CJJS will fulfill the operational needs of the participating entities; it will not be a separate system constructed solely for the purpose of data sharing.

4. Justice organizations retain the right to design, operate and maintain systems to meet their own operation requirements, outside the CJJS application. Entities who want to share information with CJJS must meet agreed-upon data, communication and security requirements and standards to participate.

5. Standards will be defined, with user input, in terms of performance requirements and functional capabilities, rather than specific hardware and software brands.

6. Security and privacy are priorities in the development of integrated justice capabilities, and in the determination of standards.

7. CJJS will build on the current technology infrastructure and incorporate capabilities and functionalities of existing information systems where possible.

8. Establishing and confirming the positive identify of a record or data element is crucial in order to establish and protect “custodianship” for the data.

9. CJJS components will be deployed with a consistent user interface based on industry standards accepted in the justice community.

10. CJJS components will be designed to fulfill the common processes and business rules that cross county jurisdictions while providing the capability for configuration of specific elements that are unique to each individual county.

These guiding principles are derived and extended from those adopted by SEARCH, the National Consortium for Justice Information and Statistics for integrated justice solutions.
3.0 CIJS Phases

The CIJS Project is comprised of the following phases:

Phase I: Feasibility Study

Last year, the Urban Counties conducted Phase I of this project which involved the coordination of a steering committee composed of various county officials and end users to determine the feasibility of undertaking a common integrated justice system. The result of Phase I was a proposal sent to all Urban Counties members outlining the proposed set of deliverables offered should counties choose to participate in Phase II. Thirteen (13) member counties participated in and provided funding for Phase II. Interlocal agreements were executed between the Urban Counties and participating member counties.

Phase II: Requirements Definition

A Request for Proposal was issued on July 2, 2003 with the purpose of defining the business requirements for a new CIJS and a contract was awarded to Sierra Systems Group. Phase II was completed on schedule and within budget in May 2004.

Phase II deliverables include:

- Business requirements for all county government CIJS stakeholders in the form of Use Cases built on Rational Unified Process (RUP) standards;
- XML Strategy;
- Data Dictionary; and
- Function Point Count based on business requirements.

Phase III: Select and Acquire Option to Buy/Build Core Components

Phase III will focus on providing technology framework for CIJS, including the infrastructure and environmental requirements for using CIJS components; designing the Data Sharing component; selecting Law Enforcement and Court Administration components; and obtaining the option to buy or build these core components and modules.

The primary focus for the CIJS Technology Framework will be integration. The Framework will provide guidelines, standards, and specifications for acquiring or developing CIJS components to ensure integration of all components as part of the Common Integrated Justice System.

Because the Data Sharing component is necessary to meet emerging standards for data interchange with State and Federal agencies, Urban Counties will seek grant funding for the development of this component. If Urban Counties is able to obtain grant funding to buy or build the Data Sharing component, the component will be designed and configured to address State data sharing requirements as well as county-to-county needs. If the Urban Counties provide the funding to buy or build the Data Sharing component, the component will be designed and configured to support county-to-county needs.
During Phase III, the design and specifications for the data sharing component will be completed and an RFP will be developed and issued to obtain the option to buy or build the Data Sharing component through a competitive procurement process.

The Juvenile Information System (JIS) and Adult Information System (AIS) components developed by Dallas County and offered to the Urban Counties as assets under the TechShare program would be evaluated for selection as solutions for the CIJS Law Enforcement component. Pending the outcome of the evaluation, it may be necessary to develop and issue an RFP to acquire the option to build or buy the CIJS Law Enforcement component.

An option to buy or build the Court Administration components for Criminal and Civil Courts will be obtained through a competitive procurement process. As part of the evaluation process, the Urban Counties will consider all components of the integrated CIJS solution, the strategic direction of suppliers in the justice marketplace, and the ability of proposed solution providers to supply additional components other than the Court Administration modules.

Counties will then have the option to acquire the modules through an "enterprise-wide" agreement for the Urban Counties. The Court Administration components (or other CIJS modules) could then be deployed on a module by module basis, for use by the participating counties as they had resources available based on their specific priorities.

CIJS Support components would be acquired or developed based on the needs of the Law Enforcement and Court Administration components. The CIJS Support components could be deployed on a module by module basis for use by the participating counties as they had resources available based on their specific priorities.

Based on the availability of grant funding, Phase III could also include an update to the State’s TJI3 Plan.

Phase III Deliverables would include:

- Technology Framework
- Data Sharing Design
- Data Sharing Buy/Build Option
- Law Enforcement Selection
- Court Administration Core Modules Buy/Build Option
- Update TJI3 Plan (optional based on the availability of grant funding)

Future Phases

The subsequent phases of CIJS will be organized and structured based on the priorities and interest of the Counties in working together on individual projects. Future phases could follow the same structure where the Urban Counties acquires the option to buy or build the CIJS components through a competitive procurement process. Once the "enterprise agreement" is in place, Counties could elect to implement the modules based on their individual priorities and available resources.
As the initial activity in future phases, the CIJS Technology Framework should be updated and extended based on the components deployed. It will also be necessary to reconfirm the business requirements for CIJS components and modules based on the then-current environment and changes in Federal or State legislation.

Exhibit 2 below provides an overview of the potential CIJS phases.
4.0 Phase III Milestones and Schedule

The following milestones are derived from the potential plan for completing Phase III. Dates are given relative to the project start date.

Technology Framework

- Technology Framework Month 3

Data Sharing

- Data Sharing Design Month 5
- Option to Buy/Build Data Sharing Component Month 9

Law Enforcement Selection

- JIS/AIS Evaluation Month 7
- Option to Buy, Build, or Modify JIS/AIS for Law Enforcement Month 9

Court Administration

- Option to Buy/Build Court Administration Core Modules Month 8

Exhibit 3 shows the potential schedule for CIJS Phase III.
5.0 TechShare Project and Resource Estimates

**CIJS Technology Framework:**

**Definition:**

The CIJS Technology Framework will include the following, at a minimum:

- **CIJS Integration Architecture**
  
  The specifications and standards to insure the CIJS components are fully integrated.

- **CIJS Development and Testing Environment**
  
  The specifications and standards for the CIJS application software development and testing to insure high quality components are deployed for County use.

- **CIJS Operational Environment**
  
  The specifications and standards for CIJS technical operations, providing Urban Counties with flexible and cost-effective alternatives for operation, support and maintenance of CIJS components.

- **CIJS Operations**
  
  Specific logistical plans supporting each alternative for operating CIJS for Urban Counties.

**Resources:**

Consulting support will be obtained though a professional services agreement to complete the initial release of the Technology Framework according to the potential CIJS Project Schedule.

**Estimated Cost:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Release of Technology Framework</td>
<td>$125K</td>
</tr>
<tr>
<td>Annual Maintenance – Technology Framework</td>
<td>$27.5K</td>
</tr>
</tbody>
</table>

Cost estimate based on level of effort to develop technology framework based on current options available for information technology systems.

**CIJS Data Sharing:**

**Definition:**

This project will result in the design and acquisition of the option to buy or build the CIJS Data Sharing Component. The steps in the project include:

- Design Data Sharing Component
Texas Conference of Urban Counties
CIJS Roadmap
July 2004

- Develop RFP, Evaluate Proposals and Contract for option to Buy or Build CIJS Data Sharing component

**Resources:**
Consulting support will be obtained though a professional services agreement to complete the design of the Data Sharing component. RFP process and project oversight will be provided by TechShare staff or consultants.

**Estimated Cost:**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Sharing Component</td>
<td>$2 to 5M</td>
</tr>
<tr>
<td>Annual Maintenance – Data Sharing Component</td>
<td>$.5 to 1M</td>
</tr>
</tbody>
</table>

Cost estimate based on development costs for similar projects in Connecticut and Los Angeles County, California. This cost estimate does not include cost to modify existing County systems to use the Data Sharing component.

**CIJS Law Enforcement:**

**Definition:**
This project will result in the selection of the Law Enforcement component of CIJS. Dallas County has offered the Juvenile Information System and Adult Information System (JIS/AIS) as candidates for the Law Enforcement component. During Phase III, it will be determined if the JIS/AIS meet the CIJS requirements or if another solution should be sought. The steps necessary to complete these activities include:

- Determine level of fit of JIS/AIS to CIJS Business and Information Sharing Requirements
- Determine costs to modify and test JIS/AIS as necessary to meet CIJS requirements
- Determine costs to integrate JIS/AIS with CIJS Data Sharing component
- Determine if JIS/AIS will be adopted as long-term CIJS Law Enforcement Component or if another solution is necessary.

**Resources:**
Urban Counties will contract with Info Integration, the developer of JIS/AIS application, to assist in completing these activities. Project oversight will be provided by TechShare staff or consultants.
Estimated Cost:

- Estimated cost to configure JIS/AIS Fit to CIJS requirements: $750K
- Annual Support and Maintenance: $2.8 to 3.4M
- Law Enforcement Modules: $4 to 6M
- Law Enforcement Modules Annual Support and Maintenance: $.8 to 1.2M

Cost estimate based on level of effort to configure JIS/AIS for six counties adjacent to Dallas County, extrapolated for all Urban Counties. Annual Support and Maintenance cost estimate based on estimated cost to support Dallas County for JIS/AIS, extrapolated to all Urban Counties.

Should JIS/AIS not be selected as the Law Enforcement components for CIJS, estimates are provided for Law Enforcement Modules.

This cost estimate does not include hardware or systems software costs or any other JIS/AIS implementation costs.

CJIS Court Administration:

Definition:
This project will result in a “buy or build” decision for the Court Administration components of CIJS. Both options will be considered as part of the solution acquisition process. The goal of these activities will be to obtain the option to buy or build the CIJS Court Administration modules.

Resources:
Urban Counties develop an RFP to select the Court Administration modules through a competitive procurement process.

Estimated Cost:

- Court Administration Modules – Enterprise License for all Urban Counties: $6M to 8M
- Annual Software Maintenance: $1.3M to 1.7M

Cost estimate based on actual experience and/or proposals submitted to Urban Counties members.

This cost estimate does not include hardware, systems software or implementation costs.
## 6.0 CIJS Phase 3 Budget

<table>
<thead>
<tr>
<th>Category</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Urban Counties Oversight and Administrative Support</strong></td>
<td></td>
<td></td>
<td>$107,000</td>
</tr>
<tr>
<td>Provide Project Coordination with elected leaders</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide Administrative Support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>STA Project Management and Quality Assurance</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Provide Project Management and QA Review</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Mitt Salvaggio</td>
<td>256</td>
<td>$ 150</td>
<td>$ 38,400</td>
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<tr>
<td>Charles Gray</td>
<td>427</td>
<td>$ 150</td>
<td>$ 64,000</td>
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<tr>
<td><strong>STA Systems Analyst</strong></td>
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<tr>
<td>Develop Project Deliverables</td>
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<tr>
<td>Robin Fenner</td>
<td>1,280</td>
<td>$ 110</td>
<td>$140,800</td>
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<tr>
<td><strong>Urban Counties CIJS Coordinator</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Coordinate CIJS with Counties and State Agencies</td>
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<td></td>
<td>$140,400</td>
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<tr>
<td><strong>Technology Framework Consultant</strong></td>
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<tr>
<td>Develop CIJS Technology Framework</td>
<td>510</td>
<td>$ 110</td>
<td>$ 56,000</td>
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<tr>
<td><strong>Integration Consultant</strong></td>
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<tr>
<td>Conduct JIS/AIS “Fit” Analysis</td>
<td>375</td>
<td>$ 120</td>
<td>$ 44,800</td>
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<tr>
<td><strong>Legal Support</strong></td>
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<tr>
<td>Contracts, Documentation</td>
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<td>$ 37,500</td>
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<tr>
<td><strong>Urban Counties Staff Facilities</strong></td>
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<tr>
<td>Offices at Urban Counties</td>
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<td>$ 27,500</td>
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<tr>
<td><strong>Travel</strong></td>
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<tr>
<td>Urban Counties Staff</td>
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<td>$ 23,600</td>
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<td><strong>Contingency</strong></td>
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<tr>
<td>10% of Project Budget</td>
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<tr>
<td><strong>Total Project Budget</strong></td>
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<td></td>
<td>$ 750,000</td>
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</tbody>
</table>

Estimated costs for Urban Counties' staff positions include salary and benefits.

Contingency included to address potential changes such as the need to issue an RFP for Law Enforcement modules should JIS/AIS not be selected as the Law Enforcement components.
August 24, 2004

**MISCELLANEOUS**

1) **FACILITIES MANAGEMENT** - requests approval for expenditure that may exceed $15,000 to cover repair services for the building automation system software which during live smoke testing failed to operate the system dampers and fans to maximize smoke evacuation. Control Innovations offered a quote of $120 per hour to correct the problem. Due to the complexity of this system the cost for this service may exceed $15,000. This is a sole source propriety software system.

2) **DISTRICT COURT ADMINISTRATION** - requests approval for use of courtrooms located in the Frank Crowley Courts Building by Godwin Gruber, LLP for their Mock Trial 2004 Tournament on September 18, 2004 from 8 a.m. to 5:30 p.m., September 25, 2004 from 8 a.m. to 5:30 p.m., and October 2, 2004 from 8 a.m. to 2:30 p.m.

3) **STAFF** - requests approval:

   a) for Joe Barthelemy to serve as an Advisory Board Member on Hyland Software’s Government Sector Vertical OnBase Users Group. Mr. Barthelemy’s participation will assist in ensuring that our issues are properly addressed. This activity will not impact the incumbent’s ability to perform his duties and will be at no cost to Dallas County.

   b) Dallas County received a partial repayment of prepaid dues from the Public Power Pool, formally known as Texas CUC Aggregation Project, Inc. (TCAP), in the amount of $16,931.13 (#1173). The Public Power Pool is a non-profit political subdivision corporation, created by local governments in Texas, designed to save taxpayer money by aggregating power usage to procure the best power contracts at the lowest cost. Staff requests permission to accept and deposit this check in the General Fund.

   *(Please Refer to Information Item No. 3)*
4) **OFFICE OF BUDGET & EVALUATION** - requests approval:

a) to transfer $29,646 from the Emergency Reserves to the Data Services Data Processing Contract expense line and to pay for the Atos Origin Year 2 Performance Bond covering the 12 month period from June 1, 2003 to June 1, 2004. The Performance Bond was not budgeted in FY2004 because it was offered up by the department as part of their 10% cost savings plan during the FY2004 budget process. However, a contract amendment to cancel the Performance Bond requirement was not executed with Shlumberger-Sema and now Atos Origin, which the County Auditor later determined is needed to make the cancellation of the performance bond legally binding. Therefore, technically the performance bond requirement for Shlumberger-Sema, and now Atos Origin, is still in effect for FY2004, thus the need for the payment.

b) of the contract amendment with Atos Origin to cancel the Performance Bond requirement for the remaining years of the data processing contract as approved in the FY2004 Budget. Atos Origin has prepared a contract amendment to cancel the Performance Bond requirement, as agreed in the FY2004 budget process, for the remaining years of the contract for an annual savings of $29,646.

5) **TRAVEL REQUESTS**

6) **OFFICE OF SECURITY & EMERGENCY MANAGEMENT** - requests approval for Danny Chandler to attend Orientation of the Los Angeles Terrorism Early Warning Group Model in Los Angeles, California on August 25-27, 2004 at no cost to Dallas County.

6) **HEALTH & HUMAN SERVICES** - requests approval for:

a) Lucy Betancourt to provide Disease Intervention Specialist Activities at TDH Region 2/3 in Region 2 Counties (Kent, Stonewall, Haskell, Throckmorton, Scurry, Fisher, Jones, Shackelford, Stephens, Mitchell, Nolan, Taylor, Callahan, Eastland, Runnels, Coleman, Brown, and Comanche) and Region 3 Counties (Cooke, Grayson, Fannin, Wise, Denton, Collin, Hunt, Palo Pinto, Parker, Rockwall, Kaufman, Erath, Hood, Somervell, Johnson, Ellis, and Navarro) on September 1, 2004 through August 31, 2005: $875 is available in Grant Fund, STD Control Department, Conference Travel Account, FY Budget 2005, (00466.8711.02460.2005).
b) Steven King & Felicia Barnett-Hughes to provide Disease Intervention Activities in TDH Region 2/3 in Region 2 Counties (Kent, Stonewall, Haskell, Throckmorton, Scurry, Fisher, Jones, Shackelford, Stephens, Mitchell, Noisam, Taylor, Callahan, Eastland, Runnels, Coleman, Brown, and Comanche) and Region 3 Counties (Cooke, Grayson, Fannin, Wise, Denton, Collin, Hunt, Palo Pinto, Parker, Rockwall, Kaufman, Erath, Hood, Somervell, Johnson, Ellis, and Navarro) on September 1, 2004 through August 31, 2005: $11,440 is available in Grant Fund, STD Control Department, Conference Training Account, FY Budget 2005, (00466.8711.02460.2005).

7) INSTITUTE OF FORENSIC SCIENCES - requests approval for Chris Heartsill to Identify appropriate Toxicology Samples for Testing in Houston, Texas on August 24, 2004: $175 is available in General Fund, Forensics, Crime Lab Department, Conference Testing Account, FY Budget 2004, (00120.3311.04210.2004). Travel will be reimbursed to the general fund by the City of Houston.

EXCEPTION TO TRAVEL REQUESTS
UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED
AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED

Travel Request submitted for approval after travel had occurred:


MISCELLANEOUS EQUIPMENT

(1) DEPARTMENT: 5110 Juvenile Department - Probation Services
ITEMS: 100 - Mapscos
ESTIMATED COST: $2,250
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.5110.02950.2004 (General Fund, Juvenile Administration, Books & Supplements, FY2004)
UTMB M-0407042 requests to relocate three existing extensions to new locations on the 5th floor of the FCCB room A-14. Equipment: $0.00; labor covered by contract; no monthly service increase. Recommended.

County Judge M-0407049 requests to replace an existing phone with a multi-line phone in room 200. Equipment: $109.00; labor covered by contract; no monthly service increase. Recommended.

Constable Precinct 5 D-0407017 requests to install a data-line cable on the 2nd floor room 200 to provide access to the network. Installation: $58.75; no monthly service increase. Recommended.

J. P. Court Precinct 1-2 D-0407013 requests to install a data-line cable to provide access to network. Installation: $58.75; no monthly service increase. Recommended.

Sheriff-Central Intake requests M-0407039 to replace existing phone with a multi-line display phone to use caller ID. Equipment: $72.00; labor covered by contract; no monthly service increase. Recommended.

Sheriff-General Services D-0408019 requests to install two coaxial cables in room B1119 & B1120 to connect two mainframe terminals. Installation: $117.10; no monthly service increase. Recommended.

J. P. Court Precinct D-0408018 requests to install a data-line cable to provide access to the network. Installation: $58.75; no monthly service increase. Recommended.

District Clerk M-0407053 requests to install a new multi-line phone on the ground floor of the GACB for the department supervisor. Installation: $41.50; no monthly service increase. Recommended.

Funding for the above request is available from countywide Department 800, line item 432, Telephione Contingency.
PROPOSED ACTION: The Juvenile Department is requesting a replacement fax machine to receive and send enrollment and discharge packets to the various residential and non-residential placement providers. These packets are typically 50-70 pages in length. The current fax machine has been evaluated and deemed to be beyond repair. Recommended by the Office of Budget and Evaluation.

<table>
<thead>
<tr>
<th>(5)</th>
<th>DEPARTMENT:</th>
<th>1027</th>
<th>Auto Service Center (ASC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM:</td>
<td>2 - Surplus Office Chairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ESTIMATED COST:</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXPENDITURE SOURCE:</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROPOSED ACTION:</td>
<td>ASC requests authorization to obtain two office chairs from surplus for use in the Fleet Managers office to replace two that are worn out. Recommended by the Office of Budget and Evaluation.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TELECOMMUNICATIONS REQUEST**

**Health & Human Services** - requests:

D-0407018 to install two data-line cables in room 644 on the 6th floor to provide access to network. Installation: $116.00; no monthly service increase. **Recommended.**

M-0407017 to install a single-line phone in room 319 for new employee. Equipment: $42.00; labor covered by contract; no monthly service increase. **Recommended.**

**Tax Office** - requests:

D-0407016 to install two dat-line cables in room 9A on the 1st floor of the Records building to connect two network printers. Installation: $116.00; no monthly service increase. **Recommended.**

M-0407022 to install a multi-line phone in the Highway department cashiers cage to allow multiple lines to be answered. Equipment: $38.00; labor covered by contract; no monthly service increase. **Recommended.**
PROPOSED ACTION: The Juvenile Department is requesting to partially replace Mapscos utilized by the field probation officers. Currently, the Mapscos used by the department are the 1999 or 2000 version. Under the department’s restructuring in 2002 and 2004, more probation officers are required to make home visits and need reliable information. Recommended by the Office of Budget and Evaluation.

(2) DEPARTMENT: 3240
ITEMS: Constable Precinct 4, Constable Skinner
4 - AutoCite Units ($400 each)
ESTIMATED COST: $1,600
FUNDING SOURCE: Reserves and Contingency, Furniture and Equipment

PROPOSED ACTION: Constable Skinner, Constable Precinct 4, is requesting Commissioners Court approval to purchase four more AutoCite units for his Traffic Deputies. Constable Skinner has eight Traffic Deputies and currently has only four AutoCite units. Recommended by the Office of Budget and Evaluation.

(3) DEPARTMENT: 3250
ITEMS: Constable Precinct 5, Constable Dupree
2 - Computers ($1,595 each)
2 - Printers ($470 each)
ESTIMATED COST: $4,130
FUNDING SOURCE: TECLOSE Training Fund
EXPENDITURE SOURCE: TECLOSE Training Fund

PROPOSED ACTION: Constable Dupree, Constable Precinct 5, is requesting Commissioners Court approval to purchase two computers and two printers. The computer equipment will allow officers to access on-line training classes. Recommended by the Office of Budget and Evaluation.

(4) DEPARTMENT: 5110
ITEM: Juvenile Department - Administration
1 - Fax Machine - High Volume
ESTIMATED COST: $1,339
FUNDING SOURCE: Reserves & Contingency, Furniture & Equipment
EXPENDITURE SOURCE: 00120.5110.02090.2004 (General Fund, Juvenile Administration, Property Under $5000, FY2004)