

**NOTICE OF MEETING (•) OF THE
COMMISSIONERS COURT OF JACK COUNTY, TEXAS**

• Assistive Listening Devices Available on Request for Use during Court Session

Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Monday the 24th day of August, 2020 at 9:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects* will be discussed and appropriate action taken, to-wit:

These subjects may or may not be discussed in the order shown. All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. Payment of Claims;
3. CONSENT AGENDA ITEMS:
 - (a) Approval of Minutes of Meetings for August 10, 2020 and August 17, 2020;
 - (b) Authorization for use of County Road Right-of-Way by Laake Oilfield Service, LLC. for road crossing on Berry Dairy Road – Precinct 3;
 - (c) Review and Acceptance of Auditor Monthly Report;
4. **9:00 A.M.** – *Review and Action on Bids to Purchase the following:*
 - (a) Fuel and lubricants for use by the Sheriff/Constable's Department for the County FY21 (October 1, 2020 to September 30, 2021);
 - (b) Fuel and lubricants for use by the County Commissioners' Departments for the County FY21 (October 1, 2020 to September 30, 2021);
 - (c) Crushed Rock and Road Building Materials for use by the County Commissioners' Department for the County FY21 (October 1, 2020 to September 30, 2021);
 - (d) Video Surveillance System for the County of Jack Law Enforcement Center;
5. **9:00 A.M.** - Public Hearing on Proposed County Budget for FY 2021;
6. Review of wildland fire conditions and consideration ratification and implementation of Emergency Declaration and Burn Ban issued by the County Judge;
7. BUDGET WORKSHOP FY 2021;
8. Discussion of Commissioner Precinct Operations;
9. Reports, if any, by other Department Heads;
10. FUTURE AGENDA ITEMS; AND;
11. ADJOURNMENT.

FILED FOR RECORD

_____ O'CLOCK _____ M

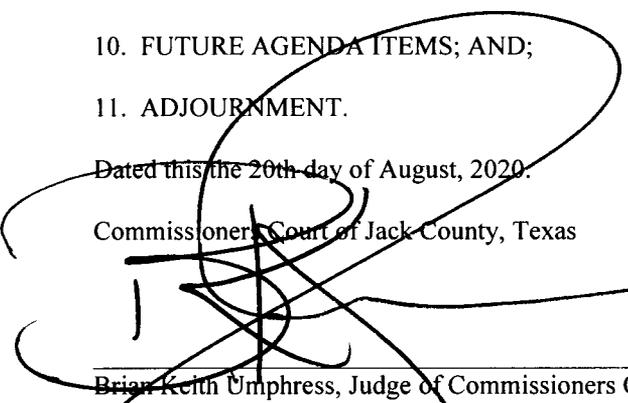
AUG 20 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Dated this the 20th day of August, 2020.

Commissioners Court of Jack County, Texas

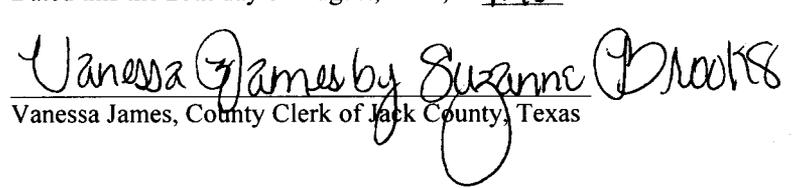


Brian Keith Umphress, Judge of Commissioners Court



I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the 20th day of August, 2020, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 20th day of August, 2020, at 9:45a.m.



Vanessa James, County Clerk of Jack County, Texas



MINUTES

On this the 24th day of August, 2020 the Commissioners Court of Jack County, Texas met in Regular Session at 9:05 a.m. with the following elected officials present:

Gary Oliver, Commissioner Pct. 1
James L. Brock, Commissioner Pct. 2
Henry Birdwell, Jr., Commissioner Pct. 3
Terry Ward, Commissioner Pct. 4
Brian Keith Umphress, County Judge

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SEP 28 2020

PUBLIC FORUM

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

PAYMENT OF ACCOUNTS AND CLAIMS

BY _____ DEPUTY

Commissioner Birdwell made a motion to pay all accounts and claims submitted for approval. Commissioner Ward seconded and the motion passed unanimously (5-0).

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meeting for August 10, 2020 and August 17, 2020;
- (b) Authorization for use of County Road right-of-way by Laake Oilfield Service, LLC for crossing on Berry Dairy Road – Precinct 3;
- (c) Review and Acceptance of Auditor’s Monthly Report;

Judge Umphress made a motion to approve Consent Agenda Items with the exception of item (c) which was not presented. Commissioner Birdwell seconded and the motion passed unanimously (5-0).

TIMED AGENDA

9:05 a.m. - Review of bids received.

10:00 a.m. - Action taken to accept bids.

There was 1 fuel bid received, 5 rock and road material bids and 2 video surveillance bids. One bid was received after the deadline.

- (a) Fuel and lubricants for use by the Sheriff/ Constable’s Department for the County FY21 (October 1, 2020 to September 30, 2021);
- (b) Fuel and lubricants for use by the County Commissioner’s Departments for the County FY21 (October 1, 2020 – September 30, 2021);

Motion was made by Commissioner Birdwell to accept the bulk fuel bid by Grable Oil for Commissioner’s Departments and use by Sheriff and Constable’s Departments. Motion was seconded by Commissioner Ward and it passed unanimously. (5-0)

- (c) Crushed Rock and Road Building Materials for use by the County Commissioner’s Department for the County FY21 (October 1, 2020 – September 30, 2021)

5 bids were received for rock and road building materials from Burnco, P & K Stone LLC, Zack Burkett Co., Hanson Aggregates LLC and Martin Marietta Inc.

Motion was made by Commissioner Oliver to accept all rock and road building material bids. Motion was seconded by Commissioner Ward and it passed.(4 votes for and Judge Umphress abstained from voting.)

- (d) Video Surveillance System for the County of Jack Law Enforcement Center;

2 bids were timely received for the Video Surveillance System at the Law Enforcement Center from OCTV and PHD Communications LLC.

Motion was made by Commissioner to accept the Video Surveillance System bid from PHD Communications LLC. Motion was seconded by Judge Umphress and it passed unanimously. (4-0) Commissioner Oliver was not in the Courtroom.

9:13 a.m.- Public Hearing on Proposed County Budget for FY 2021;

REVIEW OF WILDLAND FIRE CONDITIONS AND CONSIDERATION RATIFICATION
AND IMPLEMENTATION OF EMERGENCY DECLARATION AND BURN BAN ISSUED
BY THE COUNTY JUDGE;

Judge Umphress made a motion to ratify the burn ban. Motion was seconded by Commissioner Brock and passed unanimously. (5-0)

BUDGET WORKSHOP FY 2021

Discussion was made regarding plans for the upcoming FY2021 budget. No action taken.

DISCUSSION OF COMMISSIONER PRECINCT OPERATIONS

Commissioner Brock has two more entrances to install this week.

REPORTS, IF ANY, BY OTHER DEPARTMENT HEADS

Assistant Auditor, Kim Dungan reported that insurance open enrollment will be September 10, 2020. Employees will be asked to wear masks and vendors will also. EMC, Frank Hefner asked for guidance on helping a community member that is ill and cannot get out to purchase groceries.

FUTURE AGENDA ITEMS

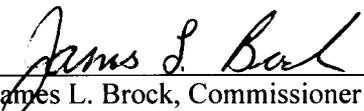
ADJOURNMENT

There being no further business motion was made by Commissioner Brock to adjourn. Commissioner Birdwell seconded the motion to adjourn and the motion passed unanimously (4-0).

The meeting was adjourned at 11:27 a.m.



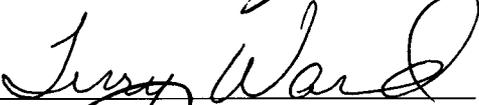
Gary Oliver, Commissioner Pct. #1



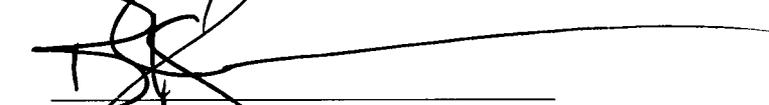
James L. Brock, Commissioner Pct. #2



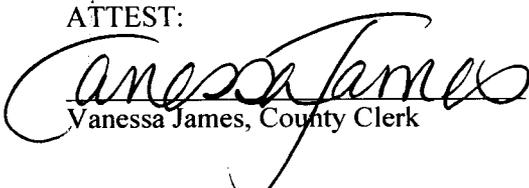
Henry Birdwell, Jr. Commissioner Pct. #3



Terry Ward, Commissioner Pct. #4



Brian Keith Umphress, County Judge

ATTEST:


Vanessa James, County Clerk



ALL RECORDS FROM 08/24/2020 TO 08/24/2020 DATE-TO-BE-PAID

APPROVAL PAGE

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT BY COMMISSIONER'S COURT.

DATE:

Aug 24, 2020

CO JUDGE UMPHRESS

COMM #1 OLIVER

COMM #2 BROCK

COMM #3 BIRDWELL

COMM #4 WARD

CO TREAS CAMPSEY

[Handwritten signatures and initials over lines]

[Signature]

[Signature]

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AUG 24 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

ALL RECORDS FROM 08/24/2020 TO 08/24/2020 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD	PO NO	AMOUNT
CIRRA NETWORKS PO BOX 123686 FORT WORTH TX 76121	2020 010-570-604	TELEPHONE	ACCT# 19660 STMT# 7	08/16-09/15	08/19/20	11		259.99
								----- 259.99
ALINDA COX	2020 010-665-901	OPERATING SUPPLIE	EXPENSE SUPPLIES CO		08/19/20	11		89.17
	2020 010-665-207	SCHOOL/CONFERENCE	CLASS HEALTH AMA		08/19/20	11		260.80
	2020 010-665-207	SCHOOL/CONFERENCE	TYLER CLASS		08/19/20	11		329.09
							----- 679.06	
AT&T INTERNET 148853541 PO BOX 5014 CAROL STREAM IL 60197	2020 010-400-604	TELEPHONE	ACCT#148853541	7/10-8/9	08/20/20	11		80.52
								----- 80.52
CAVALLO ENERGY TEXAS LLC PO BOX 4414 HOUSTON TX 77210	2020 010-510-603	ELECTRICITY	6/9-7/10	118114261LG	08/19/20	11		11.10
	2020 012-622-603	ELECTRICITY	6/9-7/10	149192537LG	08/19/20	11		23.84
	2020 012-622-603	ELECTRICITY	6/9-7/10	UN METERED	08/19/20	11		21.30
	2020 011-621-603	ELECTRICITY	6/9-7/10	118116798LG	08/19/20	11		16.33
	2020 010-400-603	ELECTRICITY	6/9-7/10	118428706LG	08/19/20	11		1,592.30
	2020 010-560-603	ELECTRICITY	6/9-7/10	118432312LG	08/19/20	11		830.81
	2020 010-561-603	ELECTRICITY	6/9-7/10	118432312LG	08/19/20	11		2,492.41
							----- 4,988.09	
CIRRA NETWORKS PO BOX 123686 FORT WORTH TX 76121	2020 010-560-702	SERVICE AGREEMENT	ACCT# 18140 STMT# 7	08/16-09/15	08/19/20	11		65.00
	2020 010-561-702	SERVICE AGREEMENT	ACCT# 18140 STMT# 7	08/16-09/15	08/19/20	11		64.99
							----- 129.99	
CSG SYSTEMS INC P O BOX 310461 DES MOINES IA 50331	2020 010-403-901	OPERATING SUPPLIE	OPR VOLS 1086-1090	261716	08/19/20	11		488.75
								----- 488.75
DATA PRESERVATION LLC 2214 CENTURY CENTER BLVD IRVING TX 75062	2020 072-426-206	CO RECORD TECHNOLO	BOOK/MAP REPAIR	3517	08/19/20	11		4,333.00
								----- 4,333.00
DAVID SMITH PO BOX 213 JACKSBORO TX 76458	2020 013-623-704	HEAVY EQUIPMENT	START TRACTOR	885404	08/19/20	11		250.00
								----- 250.00
DELL USA LP P O BOX 676021 DALLAS TX 75267	2020 010-410-804	COMPUTERS	COMPUTER	10406704010	08/19/20	11		1,024.21
								----- 1,024.21
EMPIRE PAPER COMPANY 2708 CENTRAL FRWY E WICHITA FALLS TX 76301	2020 010-561-901	SUPPLIES	CLEANING SUPPLIES	0587998	08/19/20	11		162.75
								----- 162.75
FICA TAXES	2020 010-202-100	SALARIES PAYABLE	FICA TAXES	08242020	08/24/20	11		5,136.51
	2020 010-401-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		202.10
	2020 010-403-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		260.48
	2020 010-409-201	FICA	FICA TAXES	08242020	08/24/20	11		137.60

ALL RECORDS FROM 08/24/2020 TO 08/24/2020 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD	PO NO	AMOUNT
	2020 010-410-201	FICA	FICA TAXES	08242020	08/24/20	11		121.44
	2020 010-435-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		177.51
	2020 010-455-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		265.87
	2020 010-475-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		278.03
	2020 010-495-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		261.61
	2020 010-497-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		105.66
	2020 010-499-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		286.01
	2020 010-510-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		189.73
	2020 010-551-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		112.38
	2020 010-560-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		1,746.86
	2020 010-561-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		842.47
	2020 010-665-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		148.76
	2020 011-202-100	SALARIES PAYABLE	FICA TAXES	08242020	08/24/20	11		234.37
	2020 011-621-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		234.37
	2020 012-202-100	SALARIES PAYABLE	FICA TAXES	08242020	08/24/20	11		280.57
	2020 012-622-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		280.57
	2020 013-202-100	SALARIES PAYABLE	FICA TAXES	08242020	08/24/20	11		340.97
	2020 013-623-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		340.97
	2020 014-202-100	SALARIES PAYABLE	FICA TAXES	08242020	08/24/20	11		245.66
	2020 014-624-201	SOCIAL SECURITY	FICA TAXES	08242020	08/24/20	11		245.66

								12,476.16
FIT TAXES	2020 010-202-100	SALARIES PAYABLE	FIT TAXES	08242020	08/24/20	11		5,998.80
	2020 011-202-100	SALARIES PAYABLE	FIT TAXES	08242020	08/24/20	11		301.24
	2020 012-202-100	SALARIES PAYABLE	FIT TAXES	08242020	08/24/20	11		242.99
	2020 013-202-100	SALARIES PAYABLE	FIT TAXES	08242020	08/24/20	11		327.25
	2020 014-202-100	SALARIES PAYABLE	FIT TAXES	08242020	08/24/20	11		316.51

								7,186.79
FOUR STARS	2020 010-560-701	AUTO REPAIR/INSPE	ELECT SERV # 19	17289	08/19/20	11		211.71
PO BOX 210	2020 013-623-701	AUTO REPAIR/INSPE	INSPECTION	17361	08/20/20	11		7.00

HENRIETTA	TX 76365							218.71
GRABLE OIL CO	2020 012-622-903	GAS/OIL	FUEL	200809	08/19/20	11		387.50
PO BOX 306	2020 012-622-903	GAS/OIL	FUEL	201065	08/19/20	11		318.00
	2020 012-622-903	GAS/OIL	FUEL	196920	08/19/20	11		325.50
JACKSBORO	TX 76458	2020 012-622-903	GAS/OIL	200693	08/19/20	11		142.00

								1,173.00
HANSON AGGREGATES LLC	2020 011-621-503	SAND/GRAVEL	GRAVEL	2205432	08/19/20	11		472.20
15620 COLLECTION CENTER	2020 011-621-503	SAND/GRAVEL	GRAVEL	2205776	08/19/20	11		471.39
	2020 011-621-503	SAND/GRAVEL	GRAVEL	2206180	08/19/20	11		474.15
CHICAGO	IL 60693	2020 011-621-503	SAND/GRAVEL	2206559	08/19/20	11		476.47

								1,894.21
HUDSON IMAGING	2020 010-560-702	SERVICE AGREEMENT	7/17-8/16	032023	08/20/20	11		81.00

ALL RECORDS FROM 08/24/2020 TO 08/24/2020 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD	PO NO	AMOUNT
PO DRAWER 2190-76307 WICHITA FALLS TX 76301								81.00
ISP SUPPLIES 10770 HWY 30 SUITE 200 COLLEGE STATION TX 77845	2020 010-410-803	FURNITURE/EQUIPMEN	ROUTER	INV 62182	08/20/20	11		131.59
JACK CO AUTOMOTIVE SUPPL 514 NORTH MAIN	2020 012-622-901	OPERATING SUPPLIE	LEAK STOP	002-138562	08/19/20	11		37.54
	2020 012-622-902	AUTO PARTS/TIRES	FILTER	002-138585	08/19/20	11		11.29
	2020 012-622-902	AUTO PARTS/TIRES	AIR BAG	002-138786	08/19/20	11		311.58
JACKBORO TX 76458	2020 012-622-902	AUTO PARTS/TIRES	MIS/PLUG	002-138845	08/19/20	11		64.88
	2020 013-623-902	AUTO PARTS/TIRES	WIPER BLADES	002-138095	08/19/20	11		10.18
	2020 013-623-902	AUTO PARTS/TIRES	LUBRICATOR	002-138598	08/19/20	11		92.59
	2020 013-623-903	GAS/OIL	OIL/FILTERS	002-138821	08/19/20	11		106.10
JDR GARAGE 976 S MAIN ST JACKSBORO TX 76458	2020 013-623-902	AUTO PARTS/TIRES	BATTERY	2535	08/19/20	11		206.95
KYOCERA DOCUMENT SOLUTIO PO BOX 105743	2020 010-495-702	SERVICE AGREEMENT	9/1-9/30	5011600032	08/20/20	11		99.74
	2020 010-660-702	SERVICE AGREEMENT	9/1-9/30	5011600033	08/20/20	11		46.15
	2020 010-403-702	SERVICE AGREEMENT	9/1-9/30	5011600034	08/20/20	11		179.08
ATLANTA GA 30348	2020 010-401-702	SERVICE AGREEMENT	9/1-9/30	5011600035	08/20/20	11		120.13
	2020 010-665-702	SERVICE AGREEMENT	9/1-9/30	5011600036	08/20/20	11		128.36
	2020 010-475-702	SERVICE AGREEMENT	9/1-9/30	5011600037	08/20/20	11		128.36
	2020 010-435-702	SERVICE AGREEMENT	9/1-9/30	5011600038	08/20/20	11		128.36
LAW OFFICE OF BELEW SING PO BOX 1026 DECATUR TX 76234	2020 010-401-302	INDIGENT ATTORNEY	13804 GOBER MIS		08/19/20	11		375.00
LEADS ONLINE 6900 DALLAS PARKWAY SUIT PLANO TX 75024	2020 010-560-702	SERVICE AGREEMENT	SYSTEM PKG	256933	08/19/20	11		1,188.00
MEDICARE TAXES	2020 010-202-100	SALARIES PAYABLE	MEDICARE TAXES	08242020	08/24/20	11		1,201.23
	2020 010-401-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		47.26
	2020 010-403-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		60.92
	2020 010-409-201	FICA	MEDICARE TAXES	08242020	08/24/20	11		32.18
	2020 010-410-201	FICA	MEDICARE TAXES	08242020	08/24/20	11		28.40
	2020 010-435-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		41.52
	2020 010-455-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		62.17
	2020 010-475-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		65.02
	2020 010-495-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		61.18
	2020 010-497-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		24.71
	2020 010-499-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		66.88
	2020 010-510-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		44.38
	2020 010-551-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		26.28
	2020 010-560-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		408.52

ALL RECORDS FROM 08/24/2020 TO 08/24/2020 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVOICE NUMBER	AP DATE	PD	PO NO	AMOUNT
	2020 010-561-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		197.02
	2020 010-665-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		34.79
	2020 011-202-100	SALARIES PAYABLE	MEDICARE TAXES	08242020	08/24/20	11		54.82
	2020 011-621-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		54.82
	2020 012-202-100	SALARIES PAYABLE	MEDICARE TAXES	08242020	08/24/20	11		65.62
	2020 012-622-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		65.62
	2020 013-202-100	SALARIES PAYABLE	MEDICARE TAXES	08242020	08/24/20	11		79.75
	2020 013-623-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		79.75
	2020 014-202-100	SALARIES PAYABLE	MEDICARE TAXES	08242020	08/24/20	11		57.46
	2020 014-624-201	SOCIAL SECURITY	MEDICARE TAXES	08242020	08/24/20	11		57.46

								2,917.76
MOBILE PHONE OF TEXAS IN PO BOX 2247 WICHITA FALLS TX 76307	2020 010-561-803	FURNITURE/EQUIPMEN	8 RADIOS CHARGERS	242-45389	08/19/20	11		2,622.00

								2,622.00
NETPROTEC PO BOX 1671 GLEN ROSE TX 76043	2020 010-401-702	SERVICE AGREEMENT	NETPROTEC	1441	08/19/20	11		272.50
	2020 010-455-702	SERVICE AGREEMENT	8/15-9/14	1441	08/19/20	11		272.50

								545.00
PRO TECH AUTO DIESEL LLC 2105 N MAIN JACKSBORO TX 76458	2020 010-560-701	AUTO REPAIR/INSPE	# 11 OXY SENSOR	200812002	08/19/20	11		87.09
	2020 010-560-903	GAS/OIL	OIL AIR FUEL FILTER	300000010	08/19/20	11		49.99

								137.08
PURCHASE POWER PO BOX 371874 PITTSBURGH PA 15250	2020 010-495-901	OPERATING SUPPLIE	POSTAGE		08/20/20	11		1,520.99

								1,520.99
QUILL CORPORATION PO BOX 37600 PHILADELPHIA PA 19101	2020 010-475-901	OPERATING SUPPLIE	LEGAL RED HANG	9484251	08/19/20	11		91.77
	2020 010-475-901	OPERATING SUPPLIE	LEGAL BRGN	9484251	08/19/20	11		30.59
	2020 010-475-901	OPERATING SUPPLIE	LEGAL YELLOW	9484251	08/19/20	11		30.59
	2020 010-475-901	OPERATING SUPPLIE	CD DVD CASES	9484251	08/19/20	11		18.71
	2020 010-475-901	OPERATING SUPPLIE	PAPER CD ENV	9484251	08/19/20	11		11.39
	2020 010-499-901	OPERATING SUPPLIE	WHITE CARD STOCK	9484251	08/19/20	11		14.10

								197.15
REID SPILLER	2020 010-401-302	INDIGENT ATTORNEY	13933 GARY MIS		08/19/20	11		375.00

								375.00
SLEUTH SOFTWARE PO BOX 74008484 CHICAGO IL 60674	2020 010-560-702	SERVICE AGREEMENT	QUARTERLY MAIT 4	MN1901141	08/19/20	11		1,223.50
	2020 010-561-702	SERVICE AGREEMENT	QUARTERLY MAIT 4	MN1901141	08/19/20	11		1,223.50

								2,447.00
T&S AUTO SERVICE 627 N MAIN	2020 010-560-902	AUTO PARTS/TIRES	TIRE # 11	92866	08/19/20	11		163.05
	2020 010-560-701	AUTO REPAIR/INSPE	MOUNT BAL # 24	93687	08/19/20	11		18.00

FOR CHECK DATE FROM 08/24/2020 TO 08/24/2020

EMP# NAME GROSS WAGES OVERTIME O/T HOURS

THE PRECEDING LIST OF PAYROLL WAS REVIEWED AND APPROVED FOR PAYMENT BY COMMISSIONER'S COURT

DATE: Aug 24, 2020

DATE Aug 24, 2020

APPROVED BY _____

[Signature]

James Burk

Steve Blum
Jimmy Ward

RECEIVED

AUG 24 2020
JACK COUNTY AUDITOR

[Signature]

FILED FOR RECORD

_____ O'CLOCK _____ M

AUG 24 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

FOR CHECK DATE FROM 08/24/2020 TO 08/24/2020

EMP#	NAME		GROSS WAGES	OVERTIME	O/T HOURS
DEPARTMENT 010-401					
00075	TILLERY	DEBRA	A 1,311.69 ✓	.00	.00
00123	UMPHRESS	BRIAN	K 2,823.62 ✓	.00	.00
DEPARTMENT TOTALS			4,135.31	.00	.00
DEPARTMENT 010-403					
00010	BROOKS	SUZANNE	1,311.69 ✓	.00	.00
00036	JAMES	VANESSA	H 1,726.81 ✓	.00	.00
00011	MARTIN	TIFFANY	1,249.38 ✓	.00	.00
DEPARTMENT TOTALS			4,287.88	.00	.00
DEPARTMENT 010-409					
00127	CASTEEL	SELENA	L 1,311.69 ✓	.00	.00
00144	SHERRIN	KAITLYN	M 944.96 ✓	.00	.00
DEPARTMENT TOTALS			2,256.65	.00	.00
DEPARTMENT 010-410					
00105	HEFNER	FRANKLIN	R 2,221.15 ✓	.00	.00
DEPARTMENT TOTALS			2,221.15	.00	.00
DEPARTMENT 010-435					
00155	COLLINS	BRANDI	M 1,187.92 ✓	.00	.00
00056	PIPPIN	TRACIE	J 1,726.81 ✓	.00	.00
DEPARTMENT TOTALS			2,914.73	.00	.00
DEPARTMENT 010-455					
00028	HESTER	TRACI	1,311.69 ✓	.00	.00
00097	MCLEMORE	SAMANTHA	J 1,249.38 ✓	.00	.00
00070	SPURLOCK	STACY	1,846.81 ✓	.00	.00
DEPARTMENT TOTALS			4,407.88	.00	.00
DEPARTMENT 010-475					
00004	BAILEY	JESSICA	1,311.69 ✓	.00	.00
00017	DIXON	MICHAEL	3,207.58 ✓	.00	.00
DEPARTMENT TOTALS			4,519.27	.00	.00
DEPARTMENT 010-495					
00142	CROW	CANDACE	E 960.64 ✓	.00	.00
00018	DUNGAN	KIM	M 1,549.38 ✓	.00	.00
00053	PERRY	LISA	1,815.62 ✓	.00	.00
DEPARTMENT TOTALS			4,325.64	.00	.00
DEPARTMENT 010-497					
00122	CAMPSEY	BRADLEY	G 1,726.81 ✓	.00	.00
DEPARTMENT TOTALS			1,726.81	.00	.00

FOR CHECK DATE FROM 08/24/2020 TO 08/24/2020

EMP#	NAME		GROSS WAGES	OVERTIME	O/T HOURS
DEPARTMENT 010-499					
00099	HAUGER	TAMMY	G 1,249.38 ✓	.00	.00
00042	LOW	BETTY	G 1,311.69 ✓	.00	.00
00136	OGLE	TRASI	D 1,187.92 ✓	.00	.00
00063	ROBINSON	SHARON	1,726.81 ✓	.00	.00
DEPARTMENT TOTALS			5,475.80	.00	.00
DEPARTMENT 010-510					
00107	GUTHRIE	DANIELLE	1,201.60 ✓	.00	.00
00152	HOLCOMB	ANDREW	M 708.16 ✓	.00	.00
00057	REDDING	RHONDA	1,313.62 ✓	.00	.00
DEPARTMENT TOTALS			3,223.38	.00	.00
DEPARTMENT 010-551					
00079	WATSON	CLYDE	E 1,812.52 ✓	.00	.00
DEPARTMENT TOTALS			1,812.52	.00	.00
DEPARTMENT 010-560					
00165	BANDA	LUIS	1,384.19 ✓	.00	.00
00020	FRANCIS	MICHAEL	W 1,782.27 ✓	.00	.00
00166	GONZALEZ	JOSE	1,384.19 ✓	.00	.00
00160	GOODIN	AMANDA	N 1,809.10 ✓	.00	.00
00030	HOWARD	JEREMY	M 1,507.27 ✓	.00	.00
00108	JOLLY	JENNY	M 1,302.15 ✓	.00	.00
00043	MAHAN	TERRY	1,461.12 ✓	.00	.00
00102	MCGEE	CODY	S 1,507.27 ✓	.00	.00
00049	MILLER	TAMMY	1,655.92 ✓	.00	.00
00055	PIPPIN	HEATHER	1,648.66 ✓	.00	.00
00135	REIS	MARITHEA	E 1,302.15 ✓	.00	.00
00133	RICHARDSON	JAMES	D 1,487.49 ✓	.00	.00
00168	SERNA	JESSICA	1,384.19 ✓	.00	.00
00069	SMITH	YVONNE	1,568.85 ✓	.00	.00
00071	SPURLOCK	THOMAS	P 2,061.88 ✓	.00	.00
00074	THOMPSON	JOHNNY	M 1,782.27 ✓	.00	.00
00077	VANDERKAAY	DAVID	1,782.27 ✓	.00	.00
00129	WALDEN	PARKER	W 1,461.12 ✓	.00	.00
00101	WALLEY	ZACHARY	C 1,707.63 ✓	.00	.00
DEPARTMENT TOTALS			29,979.99	.00	.00
DEPARTMENT 010-561					
00088	CRAYCRAFT	JESSICA	N 1,302.15 ✓	.00	.00
00179	FLORES	ROBERTA	1,302.15 ✓	.00	.00
00141	HOUSE	DANNY	G 1,263.69 ✓	.00	.00
00035	JACKSON	MONTY	1,302.15 ✓	.00	.00
00131	LARIMORE	DONALD	G 1,302.15 ✓	.00	.00
00051	NEWBY	BRIAN	A 1,759.19 ✓	.00	.00
00052	NEWBY	MARIE	L 1,412.23 ✓	.00	.00
00054	PHILLIPS	LOWELL	B 1,302.15 ✓	.00	.00
00058	REGER	CHRIS	1,845.35 ✓	.00	.00
00128	WALDEN	RUSSELL	W 1,302.15 ✓	.00	.00
DEPARTMENT TOTALS			14,093.36	.00	.00

FOR CHECK DATE FROM 08/24/2020 TO 08/24/2020

EMP#	NAME		GROSS WAGES	OVERTIME	O/T HOURS
DEPARTMENT 010-665					
00014	COX	ALINDA	R 655.85 ✓	.00	.00
00027	HEFNER	REBEKAH	1,311.69 ✓	.00	.00
00045	MARTIN	CHARLES	655.85 ✓	.00	.00
DEPARTMENT TOTALS			2,623.39	.00	.00
FUND TOTALS			88,003.76	.00	.00
DEPARTMENT 011-621					
00046	MAXWELL	WINFIELD	1,394.38 ✓	.00	.00
00121	OLIVER	GARY	M 1,815.62 ✓	.00	.00
00085	WILSON	JERRY	1,394.38 ✓	.00	.00
DEPARTMENT TOTALS			4,604.38	.00	.00
FUND TOTALS			4,604.38	.00	.00
DEPARTMENT 012-622					
00008	BROCK	JAMES	1,815.62 ✓	.00	.00
00154	FOJTIK	CHARLES	E 1,394.38 ✓	.00	.00
00084	WILSON	DAREL	1,394.38 ✓	.00	.00
DEPARTMENT TOTALS			4,604.38	.00	.00
FUND TOTALS			4,604.38	.00	.00
DEPARTMENT 013-623					
00006	BIRDWELL	HENRY	D 1,646.81 ✓	.00	.00
00039	KINDER	KENNETH	1,459.00 ✓	.00	.00
00156	MCCOY	JOE	1,313.62 ✓	.00	.00
00124	ROGERS	PRESTON	R 1,313.62 ✓	.00	.00
DEPARTMENT TOTALS			5,733.05	.00	.00
FUND TOTALS			5,733.05	.00	.00
DEPARTMENT 014-624					
00013	COUFAL	TIMOTHY	1,459.00 ✓	.00	.00
00169	GORDON	CURTIS	L 1,313.62 ✓	.00	.00
00164	REDDING	JACK	384.00 ✓	.00	.00
00078	WARD	TERRY	1,815.62 ✓	.00	.00
DEPARTMENT TOTALS			4,972.24	.00	.00
FUND TOTALS			4,972.24	.00	.00
GRAND TOTALS			107,917.81	.00	.00

STATE OF TEXAS §
COUNTY OF JACK§

**ORDER RESTRICTING OUTDOOR BURNING AND
FIREWORKS**

WHEREAS, the County Judge has determined that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the County Judge of Jack County, in accordance with Texas law, has declared a natural disaster due to threat of wildfires and that all outdoor burning and the sale and use of fireworks in Jack County from the date of this order, is prohibited unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service or the Jack County Commissioners Court.

In accordance with V.T.C.A. Local Government Code §352.081, a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

ORDERED this 15th day of August, 2020.

JACK COUNTY

By: _____

BRIAN KEITH UMPHRESS, County Judge



FILED FOR RECORD

_____ O'CLOCK _____ M

AUG 18 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

STATE OF TEXAS §
COUNTY OF JACK §

AUG 25 2020

**VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS**

ORDER RESTRICTING OUTDOOR BURNING

WHEREAS, the Commissioners Court has also determined that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

BY _____ DEPUTY

IT IS HEREBY ORDERED by the Commissioners' Court of Jack County that all outdoor burning in Jack County for 90 days from the date of adoption of this order, is prohibited unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service or this Court.

This Order is adopted pursuant to V.T.C.A. Local Government Code §352.081 and other applicable statutes.

This Order does not prohibit outdoor burning activities:

(1) related to public health and safety that are authorized by the Texas Natural Resource Conservation Commission for:

- (A) firefighter training;
- (B) public utility, natural gas pipeline, or mining operations; or
- (C) planting or harvesting of agriculture crops; or

(2).that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.

Fort Richardson State Historical Park is granted an exemption from this order on the following conditions:

- (1) All bonfires are prohibited;
- (2) All campfires are prohibited except those in contained in metal fire rings and none are permitted if winds are or are predicted at 20 mph or greater or relative humidity is less than 30 %.
- (3) No fire allowed under this exemption shall be left unattended;
- (4) Any fire allowed under this exemption shall be attended with appropriate fire safety equipment such as a shovel and water hose or bucket;
- (5) Charcoal fires will be allowed in fire rings or metal cook boxes; and,
- (6) Charcoal used in said fires shall be of the type which is manufactured to contain sufficient lighting fluid to ignite the charcoal.

Welding is allowed by commercial/professional welders under the following guidelines only:

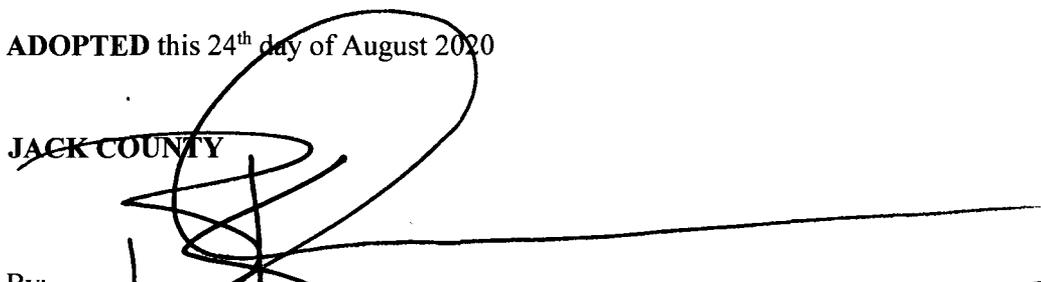
- (1) A spotter is required for each welder, each cutter, each grinder, and for any activity that causes or may cause a spark.
- (2) A perimeter around the welding area shall be established of a radius of 25 feet and clear of vegetation, if possible, and kept wet. The welding perimeter must be three times the height of the actual welding. Example: if the welding is occurring ten feet off the ground, a perimeter of thirty (30) feet radius must be protected.
- (3) A minimum of 100 gallons of water must be available on site.
- (4) A minimum of one (1) water pressure fire extinguisher per spotter is required.
- (5) If the perimeter cannot be cleared of vegetation, proper precautionary measures must be taken (Example: protecting brush, etc, by utilizing fire-resistant tarps).
- (6) Welding in an enclosed area or underground is acceptable.
- (7) No welding is permitted if winds are 20 mph or greater or relative humidity is less than 30%.
- (8) Welder or Company conducting welding operations must prior to activities file with the Jack County Sheriff's Office proof of effective liability insurance or be bonded in an amount of at least \$300,000.
- (9) Prior to ANY welding activity, a phone call shall be placed by the welder or company conducting welding operations to the Jack County Sheriff's department relaying the location of the project, cell phone for contact person, name of party responsible, and name of the welder.

Failure by a person to comply with the County's Emergency Plan or with a rule, order, or ordinance adopted under the plan is an offense which may be punishable as a Class C misdemeanor by a fine not to exceed \$500 or as authorized by Government Code, Section 418.173 by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days.

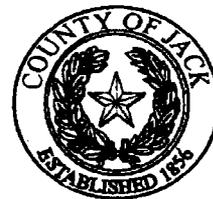
The County Judge may rescind this Order upon a determination that the circumstances that required the Order no longer exist

ADOPTED this 24th day of August 2020

JACK COUNTY

By:  _____
 Brian Keith Umphress, County Judge

Attest:  _____
 Vanessa James, Jack County Clerk



APPLICATION FOR PERMIT TO CROSS COUNTY ROAD
TO CONSTRUCT PIPELINE OR UTILITY

AUG 25 2020

THE STATE OF TEXAS
COUNTY OF JACKVANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

NOW COMES - Laake Oilfield Service, LLC BY _____ DEPUTY
Company, and respectfully makes this application to the Commissioners Court of Jack
County, Texas, to grant unto the Company authorization to lay a pipeline or place a
utility across and under the public roads of the County of Jack, State of Texas,
conditioned as follows:

1. That said Company, in consideration for the grant by said County, does hereby agree that said pipeline/utility of the following description, crossing a county road in Precinct - 3, Jack County, Texas, at a point hereinafter indicated, will be constructed in such a manner that the construction of same will not interfere with public travel, and that no construction will begin until the Commissioner of said precinct, his agents, or employee approves said location by an on-site inspection.

DESCRIPTION AND LOCATION (Map must be attached. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

ROW ~~Eastment~~ ^{Crossing} across Berry Dairy Rd Located Prec 3
Lat. 33.0938 Longitude -98.3566

2. The Company assures the County that it has obtained authorization, if any is required, from any landowners adjoining the crossing to cross whatever portion of their land, if any, lies beneath the roadway.
3. Such pipeline/utility shall be encased, so buried, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by the public or the County. That a pipeline shall be buried to the depth of at least three (3) feet below the surface of the borrow ditch, that the pipeline/utility shall be situated no closer than three (3) feet from the edge of the roadway, and that the road will be restored at the time of construction to its original condition.
4. In the event it becomes necessary to build a Farm-to-Market Road or other road across such roads, it will become the duty of said the Company to adjust its pipeline with such construction without compensation from the County.
5. If said crossing is accomplished by crossing the traveled portion of said road, then the Company agrees it shall, that at its expense, bore under the road as its means of crossing and not cut or trench said road for a crossing. Said boring shall be at a depth of at least three (3) feet below the depth of the borrow ditch.
6. The Company shall fill and level ditches using appropriate fill material or gravel so as to return the road and/or borrow ditch in same condition as before construction so far as possible. Company shall remove any large rocks unearthed at construction at its expense.

7. The Company shall pay, at the time of application, the sum of \$500.00 for each crossing unto the Treasurer of Jack County, Texas. In the event that the permit is not granted, the application fee will be returned.

8. Said access herein granted may be assigned by the Company without further grant or procedure but grantee shall be bound by the same conditions.

9. In the event that the Company abandons its line, the Company shall remove its line from the roadway and this grant is vacated.

10. The Company is responsible to present this application to the Commissioner of the Precinct involved and obtain his signature evidencing the fact that he has seen the application and discussed the location with the Company. The Company shall then present the Application with the appropriate check to the County Judge's Office to then make arrangements for placing the matter on the Commissioners Court Agenda for approval.

11. The Company shall call the County Commissioner 48 hours prior to starting the actual work.

DATED THIS 17 day of Aug., 2020.

Recommended by:

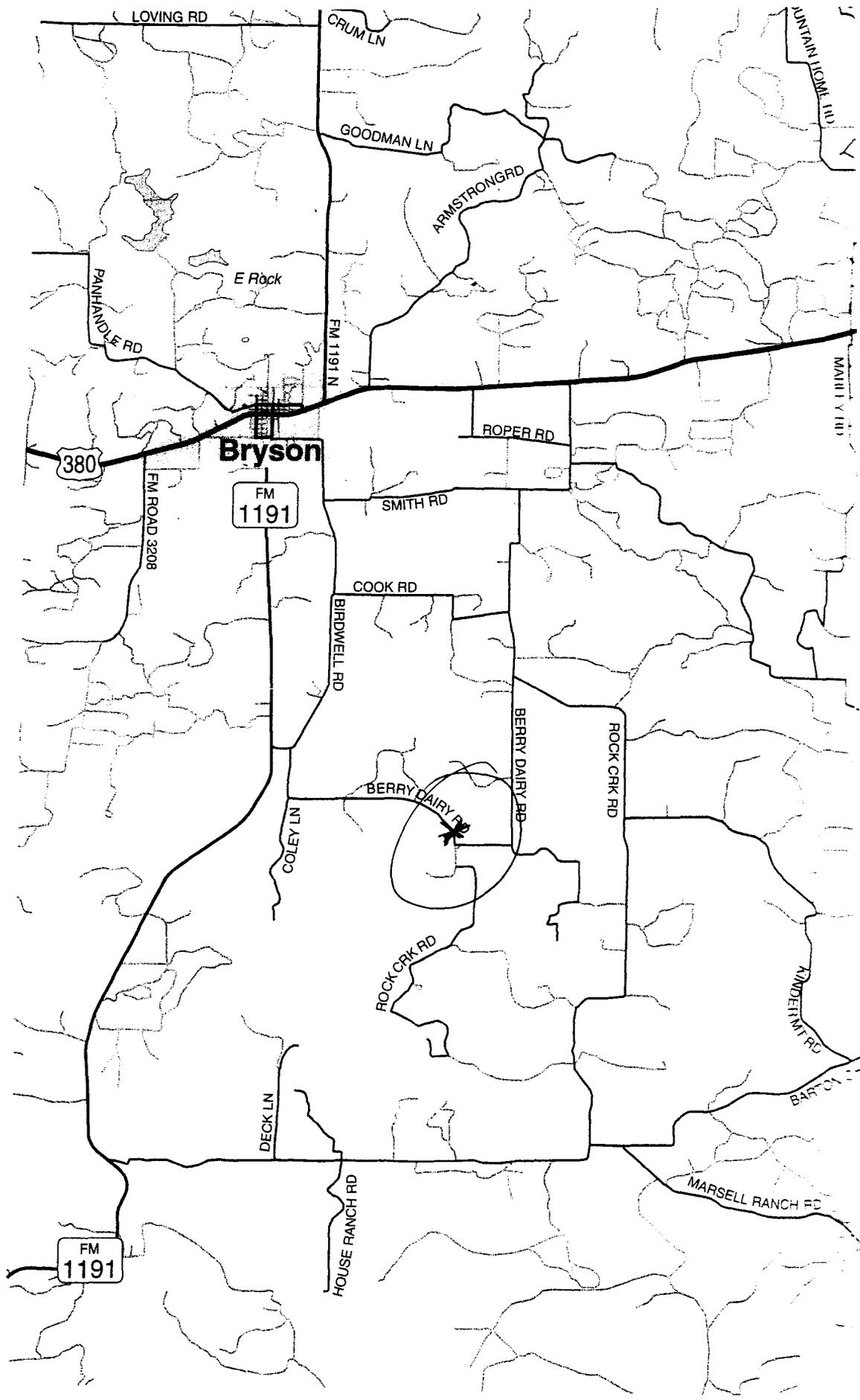
APPLICANT: Linda Outfield Sew.

Phone No. 940-567-5858

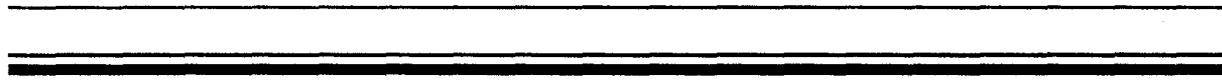
COMMISSIONER:
PRECINCT # _____

By: [Signature]

APPROVED: [Signature]
County Judge of Jack County, Texas



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RECEIVED

AUG 24 2020

JACK COUNTY AUDITOR

9:05 AM



JACK COUNTY BID PACKET

SECTION I:	NOTICE TO BIDDERS
SECTION II:	TERMS AND CONDITIONS
SECTION III:	CONFLICT OF INTEREST QUESTIONNAIRE
SECTION IV:	BID SPECIFICATIONS/LEGAL NOTICE
SECTION V:	HB1295/W-9
SECTION VI:	HB 89/HB 2252
SECTION VII:	AGENDA

FILED FOR RECORD

_____ O'CLOCK _____ M

AUG 24 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

**JACK COUNTY AUDITOR
JACK COUNTY COURTHOUSE
100 N. MAIN ST., STE. 202
JACKSBORO, TEXAS 76458
PHONE: 940-567-2663 FAX: 940.567.5978**

NOTICE TO BIDDER

By order of the Commissioners' Court of Jack County, Texas, the County Auditor will receive sealed bids until **9:00 A.M., Monday, August 24, 2020**, for competitive bids on Gasoline and Diesel Fuel to be used by Jack County till September 30, 2021. Funds for payment have been provided through the Jack County budget approved by the Commissioners' Court for the fiscal year. Bidders must use lump sum pricing. Complete bid specifications are available at the Jack County Auditor's Office or on Jack County's website: www.jackcounty.org. Sealed bids must be addressed to Jack County Auditor's Office, 100 N. Main St., Ste. 202; Jacksboro, Texas 76458. No electronic bids will be accepted. Sealed bids must be in the office of the County Auditor on or before 9:00 a.m. on Monday, August 24, 2020, in an envelope marked "Bid No. FY20/21 - Bulk Fuel". Bids will be opened in the Jack County Commissioners Courtroom located at 100 N. Main St., Ste. 207; Jacksboro, Texas, 76458, on Monday, August 24, 2020, at 9:05 a.m. and acted on in the course of business by the Court on that day beginning at 10:00 a.m. Jack County reserves the right to reject any or all bids.

**JACK COUNTY, TEXAS
TERMS AND CONDITIONS**

1. Bids must give full company name and address of the bidder. Failure to manually sign a bid will disqualify the bid.
2. All bidders must complete the "Conflict of Interest Questionnaire". Chapter 176 of the Texas Local Government Code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. It must be filed with the Jack County Clerk. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed to the Texas Ethics Commission in Austin.
3. It is understood that Jack County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services covered in an Invitation for Bid and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Jack County.
4. All Invitation for Bids shall be submitted in hard copy paper form and shall be submitted in a sealed envelope, plainly marked on the outside with the bid and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand-delivered to the Jack County Auditor's Office.
5. Sealed bids will be opened on the date outlined in the Notice to Bidder and/or the Legal Notice.
6. Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing from the Auditor's Office not less than five (5) business days before bid closing. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the County, and bidders shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to lperry@jackcounty.org or faxed to Jack County at 940.567.5978. The fax must identify the bidder's company name, point of contact, and bid number. Any written information given to one bidder concerning a bid will be furnished as an addendum to all bidders who have been issued a bid.
7. The requirement to furnish a Bid Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in the Bid Specifications.
8. If the ownership of your firm should change during the term of this contract, Jack County must be notified (*Novation*) in writing within ten (10) days and a new declaration of relationships submitted immediately to the Jack County Auditor's Office. Failure by the vendor to provide written notification of change of ownership may result in the cancellation of the contract.
9. Jack County is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
10. All delivery and freight charges, please include quotes with F.O.B., are to be included as part of the bid price. All components required to render the item complete, installed, and operational shall be included in the total bid price. Jack County will pay no additional freight/delivery/installation/set up fees.
11. The title and risk of loss of the goods shall not pass to the buyer until the buyer takes possession of the goods at the point(s) of delivery.

12. Escalation and De-escalation: It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however, the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. The vendor shall provide notice to the county auditor at least two (2) days in advance of any increase in the unit price bid. The two- (2) day period shall begin upon receipt of the notice by the county auditor. Jack County reserves the right to cease purchase of the product, purchase from the secondary bidder, re-bid, or continue purchasing from the primary vendor if the unit price bid increases.
13. If a delay is foreseen, the contractor shall give written notice to the county auditor. Jack County has the right to extend the delivery date if reasons appear valid. The contractor must keep the county advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the county to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
14. All items proposed shall be new, in a first-class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.
15. Specifications may reference name brands, make, and/or model numbers. Any reference made to model/make and /or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered. Jack County shall act as sole judge in determining the equality and acceptability of products offered.
16. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be based on this statement. The items furnished under this contract shall be new, unused of the latest product in production to the commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in the design and construction of such items and shall be an established supplier of the item bid.
17. Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, datasheets, specification information, completed forms requested as part of the bid package, and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.
18. The bid will be awarded to the lowest and best bid and in the best interest of Jack County. Contracts may be awarded to more than one bidder if it is in the best interest of Jack County.
19. All bidders will comply with all Federal, State, and local laws relative to conducting business in Jack County including but not limited to licensing, labor, and health laws. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.
20. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Jack County harmless from all courses of action of claims of damages arising out of or related to bidder's performance under this contract.

21. Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Jack County certifies that the bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
22. Acceptance of and final payment for the item will be contingent upon the satisfactory performance of the product received by Jack County.
23. Successful Bidder shall submit separate invoices, in duplicate, on each purchase or purchase order (if any). Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Jack County, Accounts Payable, 100 N. Main St., Ste. 202; Jacksboro, Texas 76458. Payments shall not be due until the above instruments are submitted after delivery.
24. It is expressly understood and agreed that in case Jack County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Jack County reserves the right to purchase these items from other than the successful vendor. This shall not violate any terms or conditions of said contract. Further, Jack County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
25. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than the Seller's current prices on orders by others for products of the same kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on an order by others, or the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
26. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
27. Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the buyer may return the product for correction or replacement at the Sellers' expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the Buyer will be at Seller's expense.
28. Bidder and bidder's insurance carrier waive all rights whatsoever concerning subrogation against Jack County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
29. No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge,

expressively implied, of the person or corporation contracting with the County shall render the contract voidable by the Commissioners' Court.

30. Any interpretation, corrections, or changes to these specifications will be made by addenda. The sole issuing authority of addenda shall be vested in the Jack County Auditor, authorized to do so by the Commissioners Court. Addenda will be mailed to all who are known to have received a copy of the specifications. Bidders shall acknowledge receipt of all addenda.

SIGNATURE PAGE

I hereby certify that the items offered meet all of the requirements of the bid conditions and specifications and I hereby accept the provisions of the terms and conditions included in the bid specifications.

Respectfully submitted:

GRABLE OIL Co
Legal Name of Bidder

[Signature]
Authorized Representative Signature

JEARY GRABILL
Print or Type Authorized Representative's Name and Title

P.O. Box 306 JACKSON TX 76458
Complete Mailing Address (for Correspondence) City State Zip Code

Complete Remittance Address (if different from above) City State Zip Code

940-567-3957 940-567-2000
Telephone Number Fax Number

GRABLE_OIL@OUTLOOK.COM
Authorized Representative's Email Address

75-1588870
Federal ID Number (Bidder or Corporation) or Social Security Number (Individual)

Jack County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with a local governmental entity

This questionnaire is being filed following chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law, this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

Date Received

1. Name of person doing business with a local governmental entity.

2.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority no later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity concerning the expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

For vendor or other person doing business with a local governmental entity

5. Name of local government officer with whom the filer has an affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has an affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of the person doing business with the governmental entity

Date



JACK COUNTY, TEXAS

SPECIFICATIONS AND CONDITIONS FOR BULK FUEL

SCOPE: This bid is for the purchase of bulk fuels to be delivered to various locations in Jack County. Bidder must also be able to furnish local storage and dispersing equipment for gasoline and diesel fuel to be used, on Bidder's site, by the Jack County Commissioners Precincts, the County Sheriff's Department, and for the Jack County Constable's Department 24 hours a day, 7 days a week, 365 days a year. The bidder must furnish programmable and trackable fuel cards for the bidder fuel disbursement system. The bidder fuel system must be able to print fuel receipts at fuel pumps at the time of purchase. The quantities listed on the bid invitation are estimates. Jack County does not guarantee that these are the amounts that will be purchased. Fuel will be purchased on an as-needed basis. Approximate gallons of usage for October 1, 2020, through September 30, 2021, are as follows:

Unleaded (Regular)	29,239 Gallons
Diesel	37,221 Gallons

PRICING: This contract shall be a discount-from-list type with the prices to be based on a firm cent per gallon discount from the suppliers posted rack price at the time of delivery. This discount shall remain firm for the term of the contract. The term of this contract is twelve (12) months; failure to bid a twelve (12) month contract may result in disqualification of the bid. The price quoted shall include the following:

Bid price per gallon

All appropriate taxes

Freight charges

Bidders' profit margin

Bidders Note: This contract will be awarded on bidders' margin of profit.

For low bid determination, the bidder is to bid the posted rack price plus profit margin, freight charges, and applicable taxes, less the discount, as of noon on the Thursday before the bid opening. A copy of the refiners posted rack price must accompany the bid.

The fluctuation of the posted rack price shall be allowed throughout the term on this contract. The escalation shall be limited to a maximum of ten (10) cents per gallon (based on bid prices) over the term of the contract. De-escalation shall have no limit. In the event of an increase or decrease, no written notice shall be required unless the increase exceeds the ten (10) cents per gallon maximum escalation in which case no fuel shall be delivered under this contract until the notification by the vendor is received and accepted by the Jack County Commissioners' Court and the Jack County Auditor's office. When the refiner posts rack price changes the invoice must be accompanied by a copy of the refiner's posted rack price in effect at the time of delivery.

DELIVERY AND INVOICING: A delivery ticket must accompany each shipment and the delivery ticket shall include a terminal fill receipt with gallons shown. Each delivery ticket shall also include the posted rack price for that particular shipment.

Deliveries are to be invoiced separately and each invoice shall designate the department receiving the fuel. The invoice shall be accompanied by a copy of the posted rack price at the time of delivery if the rack price has changed since the last delivery.

Product Specifications: Fuels to be supplied on this contract shall be identified on the face of the bid invitation and may include any of the following:

Regular Unleaded gasoline, ASTM Designation D439 (most recent issue) with a minimum octane rating of 87 (R+M/2 method).

Number Two (2) Diesel Fuel, ASTM Designation D975 (most recent issue with a minimum octane number of 40).

DELIVERY LOCATIONS: Delivery locations, storage tank capacities, above or below ground, and delivery quantities will vary.

Jack County PCT 1-1482 FM 334; Jacksboro, TX 76458

Jack County PCT 2-134 Hackley St.; Perrin, TX 76486

Jack County PCT 3-150 Sand Flat Rd.; Jacksboro, TX 76458

Jack County PCT 4-3468 Lowrance Rd.; Jacksboro, TX 76458

ORDERING INFORMATION: Bidder shall indicate, on the bid invitation, the contact information to place delivery orders; this includes the contact name and phone number. Fuel shall be delivered, from the time that the order was placed, within two (2) working days. For this contract, working days are Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding County Holidays.

PUMP STATION: The County's Sheriff's Department and Emergency Medical Service require a LOCAL pump station with the contracted vendor to be accessible 24 hours a day, 7 days a week, 365 days a year. Pump stations must have programmable and trackable fuel cards issued to each unit for Jack County. Pump stations must also have receipts available at fuel pumps at the time of purchase.

FAILURE TO DELIVER: Jack County reserves the right to purchase products on the open market, with no penalties or cancellation by the vendor, if delivery is not made within the specified time outlined in this contract. The County will bill the vendor the difference between the price in the contract and the open market price. Jack County also reserves the right to cancel the contract for failure to perform to the specifications of the contract.

SPILLAGE AND CLEAN UP: The vendor shall be held responsible for all spillage that may occur during transit and unloading operations. The vendor shall clean up and report all spillage immediately and report said spillage and clean up to the Jack County Environmental Department, at 940.668.5454. Failure to do so shall initiate corrective action and back charge to the vendor for any incurred costs by the County.

QUALIFICATIONS OF BIDDER: Bidders must, at Jack County's request, furnish satisfactory evidence of their ability to furnish the products or services under the terms and conditions of these specifications. The County reserves the right to make the final determination of the bidder's ability to furnish products or services.

Jack County is prohibited from contracting with companies who boycott Israel and from investing in companies that boycott Israel.

Jack County may not enter into a contract with a company that does business with Iran, Sudan, or any known terrorist organization.

Bidders must also comply with the requirements of Section 2252.908, Texas Government Code before submitting their bids, and offer proof of the same for consideration.

**JACK COUNTY AUDITOR
JACK COUNTY COURTHOUSE
100 N. MAIN ST., STE. 202
JACKSBORO, TEXAS 76458
PHONE: 940-567-2663 FAX: 940.567.5978**

LEGAL NOTICE

By order of the Commissioners' Court of Jack County, Texas, the County Auditor will receive sealed bids until **9:00 A.M., Monday, August 24, 2020**, for competitive bids on Gasoline and Diesel Fuel to be used by Jack County till September 30, 2020. Funds for payment have been provided through the Jack County budget approved by the Commissioners' Court for the fiscal year. Bidders must use lump sum pricing. Complete bid specifications and bid forms are available at the Jack County Auditor's Office or on Jack County's website: www.jackcounty.org. Sealed bids must be addressed to Jack County Auditor's Office, 100 N. Main St., Ste. 202; Jacksboro, Texas 76458. No electronic bids will be accepted. Sealed bids must be in the office of the County Auditor on or before 9:00 a.m. on Monday, August 24, 2020, in an envelope marked "Bid No. FY20/21 - Bulk Fuel". Bids will be opened in the Jack County Commissioners Courtroom located at 100 N. Main St., Ste. 207; Jacksboro, Texas, 76458, on Monday, August 24, 2020 at 9:05 a.m. and acted on in the course of business by the Court on that day beginning at 10:00 a.m. Jack County reserves the right to reject any or all bids.

Section 2252.908, Government Code requires contracts that are approved by Commissioner's Court to have a notarized ethics statement submitted to the County. Here is the link to the website with the video explaining how to do this: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Please submit your completed and notarized form with your bid packet.

/s/ Brian Keith Umphress
Jack County Judge



OFFICE OF THE COUNTY AUDITOR

**JACK COUNTY
Auditor's Office**

House Bill 89 VERIFICATION

I, JERRY GRABBLE (Person name), the undersigned representative of GRABBLE OIL CO L.P. (Company or Business name)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Jack County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

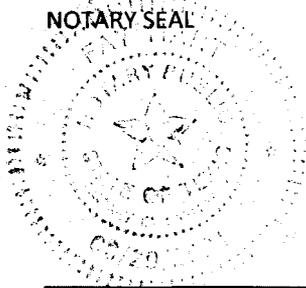
8-12-2020

Jerry Grabble

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 12 day of August, 2020, personally appeared Jerry Grabble, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.



Jay Hurt
NOTARY SIGNATURE



JACK COUNTY PURCHASING DEPARTMENT

CHAPTER 2252 CERTIFICATION

On this day, I _____, the Purchasing Agent for Jack County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or PO number

CERTIFICATION CHECK PERFORMED BY:

PURCHASING AGENT

_____ DATE

JACK COUNTY, TEXAS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Grable Oil Company
 Jacksboro, TX United States

Certificate Number:
 2020-656136

Date Filed:
 08/12/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Jack County Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 20200801
 Fuel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Grable Oil Company	Jacksboro, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is JERRY GAMBILL, and my date of birth is 5-25-1957.

My address is 115 AAAA STREET, JACKSBORO, TEXAS 76458, JACK
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jacksboro, Jack County, State of Texas, on the 12 day of August, 2020.
(month) (year)



Jay Hart
 Signature of authorized agent of contracting business entity
 (Declarant)

JACK COUNTY, TEXAS

MANDATORY BID FORM FOR BULK FUEL

SCOPE: Approximate gallons of usage for October 1, 2020 through September 30, 2021 are as follows:

Unleaded (Regular)	29,239 Gallons
Diesel	37,221 Gallons

PRICING: This contract shall be a discount-from-list type with the prices to be based on a firm cent per gallon discount from the suppliers posted rack price at the time of delivery. This discount shall remain firm for the term of the contract. The term of this contract is twelve (12) months; failure to bid a twelve (12) month contract may result in disqualification of the bid. The price quoted shall include the following:

Unleaded (Regular):

Bid price per gallon: \$ 1.616 -
All appropriate taxes .20
Freight charges None
Bidders' profit margin: \$.25 -

Diesel:

Bid price per gallon: \$ 1.48 -
All appropriate taxes None
Freight charges None
Bidders' profit margin: \$.20 -

Bidders Note: This contract will be awarded on bidders' margin of profit.

For the purpose of low bid determination, the bidder is to bid the posted rack price plus profit margin, freight charges and applicable taxes, less the discount, as of 12:00 noon on the Thursday prior to the bid opening. A copy of the refiners posted rack price must accompany the bid.

Fluctuation of the posted rack price shall be allowed throughout the term on this contract. The escalation shall be limited to a maximum of ten (10) cents per gallon (based on bid prices) over the term of the contract. De-escalation shall have no limit. In the event of an increase or decrease, no written notice shall be required unless the increase exceeds the ten (10) cents per gallon maximum escalation in which case no fuel shall be delivered under this contract until the notification by the vendor is received and accepted by the Jack County Commissioners' Court and the Jack County Auditor's office. When the refiner posts rack price changes the invoice must be accompanied by a copy of the refiner's posted rack price in effect at the time of delivery.

RECEIVED

AUG 21 2020

JACK COUNTY AUDITOR

9:28 AM

KMD

"Bid No. FY20/21-Bulk Fuel"

Jack Co. Auditor's Office
100 N. Main St. Ste. 202
Jacksboro TX 76458

RECEIVED

AUG 24 2020

JACK COUNTY AUDITOR

Bids will be received in the Jack County Auditor's Office of Jack County, Texas until 9:00 a.m., Monday, August 24, 2020, for the purchase of various goods and services for Jack County. 9:07 AM

The types of goods and services to be purchased are:

Crushed Rock and Road Building Materials for use by the County Commissioners' Departments for the County Fiscal Year 2020-2021 (October 1, 2020 to September 30, 2021).

Bidders should use unit pricing in submitting their bids. Invoices delivered for payment will generally be paid by the second Monday of the month following receipt. No bond shall be required of the bidder.

The bids will be opened at 9:05 a.m. Monday, August 24, 2020, by the County Auditor in the County Courtroom on the first floor of the County Courthouse in Jacksboro, Texas and awarded in the Commissioners Court's business of the same day and location at 10 a.m.

Detailed specifications may be obtained by contacting:

Lisa S. Perry
Jack County Auditor
100 N Main St, Ste 202
Jacksboro, Texas 76458

Phone: (940) 567-2663
Fax: (940) 567-5978

FILED FOR RECORD

_____ O'CLOCK _____ M

AUG 24 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

All bids must be accompanied by a completed Bid Form that may be obtained through the office of the County Auditor. Bids should be submitted in a sealed envelope with the proper title on the **outside** of the bid envelope. Bidders must also comply with the requirements of Section 2252.908, Texas Government Code prior to submitting their bids and offer proof of the same in their bid in order to be considered.

Bidders are encouraged to be present at the bid opening to defend and answer questions about their bid.

Jack County reserves the right to accept and/or reject any and all bids. Under Section 271.905, Texas Local Government Code; the Commissioners Court reserves the right to award a contract to a qualified local bidder within three percent of the lowest bid.

Lisa S. Perry
Auditor - Jack County

House Bill 89 VERIFICATION

I, Scott Hickfang (individual name), the undersigned representative of (Company or Business name) Burnco Texas, LLC

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract with the above-named Company, business or individual with Jack County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

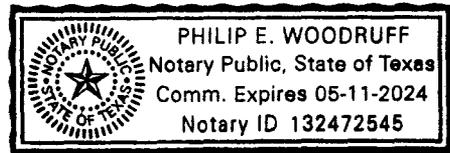
8/19/20
Date

Scott Hickfang
Company Representative Signature

ON THIS THE 19th day of August, 2020, personally appeared Scott Hickfang, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Philip E. Woodruff
NOTARY SIGNATURE





JACK COUNTY, TEXAS

**POLICY OF COMPLIANCE
SECTION 2252.908 TEXAS GOVERNMENT CODE
Approved by Commissioners' Court August 22, 2016**

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioners' Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or not-for-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The County is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/clf_info_form1295.htm. A business entity will generate Form 1295 online. Jack County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLIANCE

Jack County Commissioners' Court will not consider for action any contract or bid with a business entity unless it is accompanied by a completed, signed and notarized Form 1295.

No later than 30 days after Commissioners' Court approves a contract or awards a bid with a business entity, the County Auditor will file acknowledgement of receipt of the Form 1295 with the Ethics Commission.

CONTRACT ID # 20200804

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE
ONLY

Date Received

Scott Hickfang

1. Name of person doing business with local governmental entity.

2.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Scott Hillfang
Signature of person doing business with the governmental entity

8/19/20
Date

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Burnco Texas, LLC
Address: 8505 Freeport Parkway Suite 190
City/State/Zip: Irving, TX 75063
Phone: 214-914-2179
Contact Person: Scott Hickfang

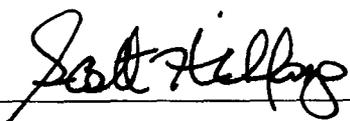
FOB: Quarry Yard

Screenings: \$ 6.50 Per Ton
Size: 3/8" Minus
Oversize: \$ _____ Per Ton
Size: _____
Base: \$ 6.75 Per Ton
Other: \$ _____ Per Ton

.....

**FOB: Precinct 1
1482 FM 3344
Jacksboro, TX 76458**

Screenings: \$ _____ Per Ton
Size: _____
Oversize: \$ _____ Per Ton
Size: _____
Base: \$ _____ Per Ton
Other: \$ _____ Per Ton

Signature  Date 8/19/20

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Burnco Texas, LLC
Address: 8505 Freeport Parkway Suite 190
City/State/Zip: Irving, TX 75063
Phone: 214-914-2179
Contact Person: Scott Hickfang

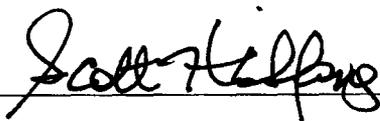
FOB: Quarry Yard

Screenings: \$ 6.50 Per Ton
Size: 3/8" Minus
Oversize: \$ _____ Per Ton
Size: _____
Base: \$ 6.75 Per Ton
Other: \$ _____ Per Ton

.....

**FOB: Precinct 2
134 FM 2210
Perrin, TX 76486**

Screenings: \$ _____ Per Ton
Size: _____
Oversize: \$ _____ Per Ton
Size: _____
Base: \$ _____ Per Ton
Other: \$ _____ Per Ton

Signature  Date 8/19/20

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Burnco Texas, LLC
Address: 8505 Freeport Parkway Suite 190
City/State/Zip: Irving, TX 75063
Phone: 214-914-2179
Contact Person: Scott Hickfang

FOB: Quarry Yard

Screenings: \$ 6.50 Per Ton
Size: 3/8" Minus
Oversize: \$ _____ Per Ton
Size: _____
Base: \$ 6.75 Per Ton
Other: \$ _____ Per Ton

.....

**FOB: Precinct 3
150 Sand Flat Road
Jacksboro, TX 76458**

Screenings: \$ _____ Per Ton
Size: _____
Oversize: \$ _____ Per Ton
Size: _____
Base: \$ _____ Per Ton
Other: \$ _____ Per Ton

Signature  Date 8/19/20

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Burnco Texas, LLC
Address: 8505 Freeport Parkway Suite 190
City/State/Zip: Irving, TX 75063
Phone: 214-914-2179
Contact Person: Scott Hickfang

FOB: Quarry Yard

Screenings: \$ 6.50 Per Ton
Size: 3/8" Minus
Oversize: \$ _____ Per Ton
Size: _____
Base: \$ 6.75 Per Ton
Other: \$ _____ Per Ton

.....

**FOB: Precinct 4
3468 Lowrance Road
Jacksboro, TX 76458**

Screenings: \$ _____ Per Ton
Size: _____
Oversize: \$ _____ Per Ton
Size: _____
Base: \$ _____ Per Ton
Other: \$ _____ Per Ton

Signature Scott Hickfang Date 8/19/20

BURNCO

BURNCO Texas LLC
8505 Freeport Parkway
Suite 150
Irving, Tx 75063

RECEIVED

AUG 17 2020

JACK COUNTY AUDITOR

10:50am

lp

Jack County Auditor
100 N. Main St. Suite 202
Jacksboro, TX 76458

**JACK COUNTY
OFFICIAL BID RETURN FORM
Year: 10/01/2020 to 09/30/2021**

**BID FOR ROCK & ROAD MATERIALS
COMMISSIONERS DEPARTMENTS**

This form should be pasted to the outside of each official bid and appropriately marked.

RECEIVED

AUG 24 2020

INVITATION TO BID

JACK COUNTY AUDITOR

9:07 AM

Bids will be received in the Jack County Auditor's Office of Jack County, Texas until 9:00 a.m., Monday, August 24, 2020, for the purchase of various goods and services for Jack County.

The types of goods and services to be purchased are:

Crushed Rock and Road Building Materials for use by the County Commissioners' Departments for the County Fiscal Year 2020-2021 (October 1, 2020 to September 30, 2021).

Bidders should use unit pricing in submitting their bids. Invoices delivered for payment will generally be paid by the second Monday of the month following receipt. No bond shall be required of the bidder.

The bids will be opened at 9:05 a.m. Monday, August 24, 2020, by the County Auditor in the County Courtroom on the first floor of the County Courthouse in Jacksboro, Texas and awarded in the Commissioners Court's business of the same day and location at 10 a.m.

Detailed specifications may be obtained by contacting:

Lisa S. Perry
Jack County Auditor
100 N Main St, Ste 202
Jacksboro, Texas 76458

Phone: (940) 567-2663
Fax: (940) 567-5978

FILED FOR RECORD

_____ O'CLOCK _____ M

AUG 24 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

All bids must be accompanied by a completed Bid Form that may be obtained through the office of the County Auditor. Bids should be submitted in a sealed envelope with the proper title on the **outside** of the bid envelope. Bidders must also comply with the requirements of Section 2252.908, Texas Government Code prior to submitting their bids and offer proof of the same in their bid in order to be considered.

Bidders are encouraged to be present at the bid opening to defend and answer questions about their bid.

Jack County reserves the right to accept and/or reject any and all bids. Under Section 271.905, Texas Local Government Code; the Commissioners Court reserves the right to award a contract to a qualified local bidder within three percent of the lowest bid.

Lisa S. Perry
Auditor - Jack County

House Bill 89 VERIFICATION

I, KEVIN BOYD (individual name), the undersigned representative of (Company or Business name) P+K STONE, LLC (hereafter

referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract with the above-named Company, business or individual with Jack County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

8-19-2020 Date Kevin Boyd Company Representative Signature

ON THIS THE 19th day of August, 2020, personally appeared Kevin Boyd, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Karen Schenk
NOTARY SIGNATURE



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE
ONLY

Date Received

1. Name of person doing business with local governmental entity.

KEVIN BOYD

2.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

NA

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

NA

Kevin Boyd
Signature of person doing business with the governmental entity

8/20/20
Date

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: P+K Stone, LLC
Address: PO Box 189 / 6030 FM 1810
City/State/Zip: Chico, TX. 76431
Phone: 940-644-1847 - Scalehouse
Contact Person: KEVIN BOYD - 817-586-6777

FOB: Quarry Yard

Screenings: \$ 6.00 Per Ton
Size: 3/8" DOWN
Oversize: \$ 12.00 Per Ton
Size: 2"X3", 3"X5", 4"X8"
Base: A-1 \$ 7.00 Per Ton
Other: REJECT \$ 5.25 Per Ton

.....

**FOB: Precinct 1
1482 FM 3344
Jacksboro, TX 76458**

Screenings: \$ 13.35 Per Ton
Size: 3/8" DOWN
Oversize: \$ 19.35 Per Ton
Size: 2"X3", 3"X5", 4"X8"
Base: A-1 \$ 14.35 Per Ton
Other: REJECT \$ 12.60 Per Ton

Signature Kevin Boyd Date 8/20/20

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: P & K Stone, LLC
Address: PO Box 189 / 6030 FM 1810
City/State/Zip: Chico, TX. 76431
Phone: 940-644-1847 Scalehouse
Contact Person: KEVIN BOYD 817-586-8777

FOB: Quarry Yard

Screenings: \$ 6.00 Per Ton
Size: 3/8" DOWN
Oversize: \$ 12.00 Per Ton
Size: 2"X3", 3"X5", 4"X8"
Base: A-1 \$ 7.00 Per Ton
Other: REJECT \$ 5.25 Per Ton

.....

**FOB: Precinct 2
134 FM 2210
Perrin, TX 76486**

Screenings: \$ 13.35 Per Ton
Size: 3/8" DOWN
Oversize: \$ 19.35 Per Ton
Size: 2"X3", 3"X5", 4"X8"
Base: A-1 \$ 14.35 Per Ton
Other: REJECT \$ 12.60 Per Ton

Signature Kevin Boyd Date 8/20/20

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: P&K Stone, LLC
Address: PO Box 189 / 6030 FM 1810
City/State/Zip: Chico, TX 76431
Phone: 940-644-1847 Scale house
Contact Person: KEVIN BOYD 817-586-6777

FOB: Quarry Yard

Screenings: \$ 6.00 Per Ton
Size: 3/8" DOWN
Oversize: \$ 12.00 Per Ton
Size: 2"X3", 3"X5", 4"X8"
Base: A-1 \$ 7.00 Per Ton
Other: REJECT \$ 5.25 Per Ton

.....

**FOB: Precinct 3
150 Sand Flat Road
Jacksboro, TX 76458**

Screenings: \$ 13.35 Per Ton
Size: 3/8" DOWN
Oversize: \$ 19.35 Per Ton
Size: 2"X3", 3"X5", 4"X8"
Base: A-1 \$ 14.35 Per Ton
Other: REJECT \$ 12.60 Per Ton

Signature Kevin Boyd Date 8/20/20

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: P&K Stone, LLC
Address: PO Box 189 / 6030 FM 1810
City/State/Zip: Chico, TX 76431
Phone: 940-644-1847 Scalhouse
Contact Person: KEVIN BOYD 817-586-6777

FOB: Quarry Yard

Screenings: \$ 6.00 Per Ton
Size: 3/8" DOWN
Oversize: \$ 12.00 Per Ton
Size: 2"X3", 3"X5", 4"X8"
Base: A-1 \$ 7.00 Per Ton
Other: REJECT \$ 5.25 Per Ton

.....

**FOB: Precinct 4
3468 Lowrance Road
Jacksboro, TX 76458**

Screenings: \$ 13.35 Per Ton
Size: 3/8" DOWN
Oversize: \$ 19.35 Per Ton
Size: 2"X3", 3"X5", 4"X8"
Base: A-1 \$ 14.35 Per Ton
Other: REJECT \$ 12.60 Per Ton

Signature Kevin Boyd Date 8/20/20



JACK COUNTY, TEXAS

**POLICY OF COMPLIANCE
SECTION 2252.908 TEXAS GOVERNMENT CODE
Approved by Commissioners' Court August 22, 2016**

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioners' Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or not-for-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The County is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Jack County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLIANCE

Jack County Commissioners' Court will not consider for action any contract or bid with a business entity unless it is accompanied by a completed, signed and notarized Form 1295.

No later than 30 days after Commissioners' Court approves a contract or awards a bid with a business entity, the County Auditor will file acknowledgement of receipt of the Form 1295 with the Ethics Commission.

CONTRACT ID # 20200806

P+R Stone LLC.
PO Box 189
Chico, Tx. 76431

RECEIVED
AUG 20 2020
JACK COUNTY AUDITOR
1:40pm KMD

Jack County Auditor
100 N Main St. Ste 202
Jacksboro, Tx. 76458

Bid for Rock & Road Materials

JACK COUNTY
OFFICIAL BID RETURN FORM
Year: 10/01/2020 to 09/30/2021

BID FOR ROCK & ROAD MATERIALS
COMMISSIONERS DEPARTMENTS

This form should be pasted to the outside of each official bid and appropriately marked.

RECEIVED

AUG 24 2020

JACK COUNTY AUDITOR

9:06 AM

INVITATION TO BID

Bids will be received in the Jack County Auditor's Office of Jack County, Texas until 9:00 a.m., Monday, August 24, 2020, for the purchase of various goods and services for Jack County.

The types of goods and services to be purchased are:

Crushed Rock and Road Building Materials for use by the County Commissioners' Departments for the County Fiscal Year 2020-2021 (October 1, 2020 to September 30, 2021).

Bidders should use unit pricing in submitting their bids. Invoices delivered for payment will generally be paid by the second Monday of the month following receipt. No bond shall be required of the bidder.

The bids will be opened at 9:05 a.m. Monday, August 24, 2020, by the County Auditor in the County Courtroom on the first floor of the County Courthouse in Jacksboro, Texas and awarded in the Commissioners Court's business of the same day and location at 10 a.m.

Detailed specifications may be obtained by contacting:

Lisa S. Perry
Jack County Auditor
100 N Main St, Ste 202
Jacksboro, Texas 76458

Phone: (940) 567-2663
Fax: (940) 567-5978

FILED FOR RECORD

_____ O'CLOCK _____ M

AUG 24 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

All bids must be accompanied by a completed Bid Form that may be obtained through the office of the County Auditor. Bids should be submitted in a sealed envelope with the proper title on the **outside** of the bid envelope. Bidders must also comply with the requirements of Section 2252.908, Texas Government Code prior to submitting their bids and offer proof of the same in their bid in order to be considered.

Bidders are encouraged to be present at the bid opening to defend and answer questions about their bid.

Jack County reserves the right to accept and/or reject any and all bids. Under Section 271.905, Texas Local Government Code; the Commissioners Court reserves the right to award a contract to a qualified local bidder within three percent of the lowest bid.

Lisa S. Perry
Auditor - Jack County

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE
ONLY

Date Received

1. Name of person doing business with local governmental entity.

Mark Ellis

2.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

none

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

none

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

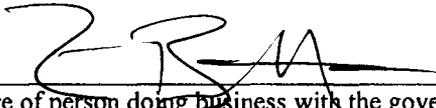
Yes

No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

None


Signature of person doing business with the governmental entity

8-17-20
Date

House Bill 89 VERIFICATION

I, ZT Burkett, IV (individual name), the undersigned representative of (Company or Business name) Zack Burkett Co. (hereafter

referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270.:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract with the above-named Company, business or individual with Jack County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

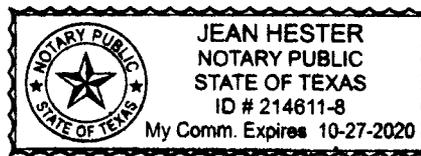
August 17, 2020
Date

[Signature]
Company Representative Signature

ON THIS THE 17 day of August, 20 20, personally appeared Z T Burkett, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Signature]
NOTARY SIGNATURE





JACK COUNTY, TEXAS

**POLICY OF COMPLIANCE
SECTION 2252.908 TEXAS GOVERNMENT CODE
Approved by Commissioners' Court August 22, 2016**

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioners' Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or not-for-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The County is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Jack County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLIANCE

Jack County Commissioners' Court will not consider for action any contract or bid with a business entity unless it is accompanied by a completed, signed and notarized Form 1295.

No later than 30 days after Commissioners' Court approves a contract or awards a bid with a business entity, the County Auditor will file acknowledgement of receipt of the Form 1295 with the Ethics Commission.

CONTRACT ID # 20200802

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Zack Burkett Co.
Address: P.O. Box 40
City/State/Zip: Graham, TX 76450
Phone: 940.549.7355
Contact Person: Mark Ellis

FOB: Quarry Yard

Screenings: \$ 9.00 Per Ton
Size: 1/8 or 3/8 minus
Oversize: \$ 9.00 Per Ton
Size: 1 1/2X2 or 2X5
Base: \$ 6.75 Per Ton
Other: 1" Bas \$ 7.25 Per Ton

.....

**FOB: Precinct 1
1482 FM 3344
Jacksboro, TX 76458**

Screenings: \$ 12.00 Per Ton
Size: 1/8 or 3/8 minus
Oversize: \$ 12.00 Per Ton
Size: 1 1/2 X 2 or 2X5
Base: \$ 9.75 Per Ton
Other: 1" bas \$ 10.25 Per Ton

Signature  Date 8-17-20

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Zack Burkett Co.
Address: P.O. Box 40
City/State/Zip: Graham, TX 76450
Phone: 940.549.7355
Contact Person: Mark Ellis

FOB: Quarry Yard

Screenings: \$ 9.00 Per Ton
Size: 1/8 or 3/8 minus
Oversize: \$ 9 .00 Per Ton
Size: 1 1/2 X2 or 2X5
Base: \$ 6.75 Per Ton
Other: 1" Base \$ 7.25 Per Ton

.....

**FOB: Precinct 2
134 FM 2210
Perrin, TX 76486**

Screenings: \$ 13.00 Per Ton
Size: 1/8 or 3/8 minus
Oversize: \$ 13.00 Per Ton
Size: 1 1/2 X2 or 2X5
Base: \$ 10.75 Per Ton
Other: 1" Base \$ 11.25 Per Ton

Signature  Date 8-17-20

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Zack Burkett Co.
Address: P.O. Box 40
City/State/Zip: Graham, TX 76450
Phone: 940.549.7355
Contact Person: Mark Ellis

FOB: Quarry Yard

Screenings: \$ 9.00 Per Ton
Size: 1/8 or 3/8 minus
Oversize: \$ 9.00 Per Ton
Size: 1 1/2 X2 or 2X5
Base: \$ 6.75 Per Ton
Other: ^{1" Base} \$ 7.25 Per Ton

.....

**FOB: Precinct 3
150 Sand Flat Road
Jacksboro, TX 76458**

Screenings: \$ 12.00 Per Ton
Size: 1/8 or 3/8 minus
Oversize: \$ 12.00 Per Ton
Size: 1 1/2X2 or 2X5
Base: \$ 9.75 Per Ton
Other: ^{1" Base} \$ 7.25 Per Ton

Signature  Date 8-17-20

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Zack Burkett Co.
Address: P.O. Box 40
City/State/Zip: Graham, TX 76450
Phone: 940.549.7355
Contact Person: Mark Ellis

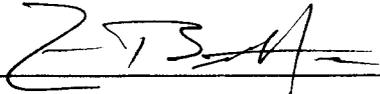
FOB: Quarry Yard

Screenings: \$ 9.00 Per Ton
Size: 1/8 or 3/8 minus
Oversize: \$ 9.00 Per Ton
Size: 1 1/2X2 or 2X5
Base: \$ 6.75 Per Ton
Other¹Base \$ 7.25 Per Ton

.....

**FOB: Precinct 4
3468 Lowrance Road
Jacksboro, TX 76458**

Screenings: \$ 12.50 Per Ton
Size: 1/8 or 3/8 minus
Oversize: \$ 12.50 Per Ton
Size: 1 1/2 X2 or 2X5
Base: \$ 10.25 Per Ton
Other: ¹Base \$ 10.75 Per Ton

Signature  Date 8-17-20

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Zack Burkett Co.
 Graham, TX United States

Certificate Number:
 2020-657302

Date Filed:
 08/14/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Comptroller of Public Accounts, Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 20200802
 JACK COUNTY BID FOR ROCK & ROAD MATERIALS COMMISSIONERS DEPARTMENTS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Burkett , James	Graham, TX United States	X	
	Burkett III , Zack	Graham, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Zack T. Burkett, IV, and my date of birth is 7/23/1979.

My address is 105 Industrial Blvd, Graham, TX, 76450, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Young County, State of Texas, on the 14 day of August, 2020.
(month) (year)

Z Burkett
 Signature of authorized agent of contracting business entity
(Declarant)



P.O. Box 40
Graham, TX 76450

RECEIVED

AUG 21 2020

JACK COUNTY AUDIT

1:22 PM
KMD

**JACK COUNTY
OFFICIAL BID RETURN FORM
Year: 10/01/2020 to 09/30/2021**

**BID FOR ROCK & ROAD MATERIALS
COMMISSIONERS DEPARTMENTS**

This form should be pasted to the outside of each official bid and appropriately marked.

RECEIVED

AUG 24 2020

JACK COUNTY AUDITOR

9:06 AM

INVITATION TO BID

Bids will be received in the Jack County Auditor's Office of Jack County, Texas until 9:00 a.m., Monday, August 24, 2020, for the purchase of various goods and services for Jack County.

The types of goods and services to be purchased are:

Crushed Rock and Road Building Materials for use by the County Commissioners' Departments for the County Fiscal Year 2020-2021 (October 1, 2020 to September 30, 2021).

Bidders should use unit pricing in submitting their bids. Invoices delivered for payment will generally be paid by the second Monday of the month following receipt. No bond shall be required of the bidder.

The bids will be opened at 9:05 a.m. Monday, August 24, 2020, by the County Auditor in the County Courtroom on the first floor of the County Courthouse in Jacksboro, Texas and awarded in the Commissioners Court's business of the same day and location at 10 a.m.

Detailed specifications may be obtained by contacting:

Lisa S. Perry
Jack County Auditor
100 N Main St, Ste 202
Jacksboro, Texas 76458

Phone: (940) 567-2663
Fax: (940) 567-5978

FILED FOR RECORD

_____ O'CLOCK _____ M

AUG 24 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

All bids must be accompanied by a completed Bid Form that may be obtained through the office of the County Auditor. Bids should be submitted in a sealed envelope with the proper title on the **outside** of the bid envelope. Bidders must also comply with the requirements of Section 2252.908, Texas Government Code prior to submitting their bids and offer proof of the same in their bid in order to be considered.

Bidders are encouraged to be present at the bid opening to defend and answer questions about their bid.

Jack County reserves the right to accept and/or reject any and all bids. Under Section 271.905, Texas Local Government Code; the Commissioners Court reserves the right to award a contract to a qualified local bidder within three percent of the lowest bid.

Lisa S. Perry
Auditor - Jack County

House Bill 89 VERIFICATION

I, Zachary Bean (individual name), the undersigned representative of (Company or Business name) Martin Marietta Inc.

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract with the above-named Company, business or individual with Jack County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

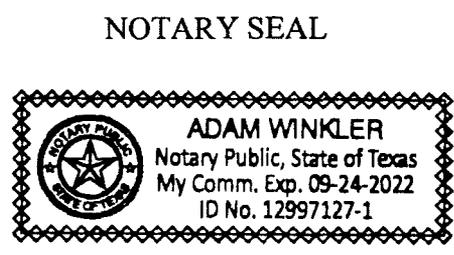
- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

8-21-2020
Date

Z. Bean
Company Representative Signature

ON THIS THE 21 day of August, 2020, personally appeared Zachary Bean, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

[Signature]
NOTARY SIGNATURE



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE
ONLY

Date Received

1. Name of person doing business with local governmental entity.

Zachary Bean of Martin Marietta Inc.

2.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

None

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Z. Beam

Signature of person doing business with the governmental entity

8-19-2020

Date

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Martin Marietta Inc.
Address: 1503 LBS Frwy, Suite 400
City/State/Zip: Dallas, TX 75234
Phone: 214-543-3597
Contact Person: Zachary Bean

FOB: Quarry Yard Chico Quarry - 2180 CR 1536, Chico, TX

Screenings: \$ 11.00 Per Ton
Size: 1/4" minus
Oversize: \$ 14.00 Per Ton
Size: 3x5" or 4x8"
Base: \$ 7.00 Per Ton
Other: \$ _____ Per Ton

.....

FOB: Precinct 1
1482 FM 3344
Jacksboro, TX 76458

Screenings: \$ 16.53 Per Ton
Size: 1/4" minus
Oversize: \$ 19.53 Per Ton
Size: 3x5" or 4x8"
Base: \$ 12.53 Per Ton
Other: \$ _____ Per Ton

Signature Z. Bean Date 8-19-2020

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Martin Marietta Inc.
Address: 1503 LBS Fwy, Suite 400
City/State/Zip: Dallas, TX 75234
Phone: 214-543-3597
Contact Person: Zachary Bean

FOB: Quarry Yard Chico Quarry - 2180 CR 1536, Chico, TX

Screenings: \$ 11.00 Per Ton
Size: 1/4" minus
Oversize: \$ 14.00 Per Ton
Size: 3x5" or 4x8"
Base: \$ 7.00 Per Ton
Other: \$ _____ Per Ton

.....

FOB: **Precinct 2
134 FM 2210
Perrin, TX 76486**

Screenings: \$ 17.84 Per Ton
Size: 1/4" minus
Oversize: \$ 20.84 Per Ton
Size: 3x5 or 4x8"
Base: \$ 13.84 Per Ton
Other: \$ _____ Per Ton

Signature Z. Bean Date 8-19-2020

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Martin Marietta Inc
Address: 1503 LBS Frwy, Suite 400
City/State/Zip: Dallas, TX 75234
Phone: 214-543-3597
Contact Person: Zachary Bean

FOB: Quarry Yard Chico Quarry - 2180 CR 1536, Chico, TX

Screenings: \$ 11.00 Per Ton
Size: 1/4" minus
Oversize: \$ 14.00 Per Ton
Size: 3x5" or 4x8"
Base: \$ 7.00 Per Ton
Other: \$ _____ Per Ton

.....

FOB: Precinct 3
150 Sand Flat Road
Jacksboro, TX 76458

Screenings: \$ 18.26 Per Ton
Size: 1/4" minus
Oversize: \$ 21.26 Per Ton
Size: 3x5" or 4x8"
Base: \$ 14.26 Per Ton
Other: \$ _____ Per Ton

Signature Z. Bean Date 8-19-2020

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: Martin Marietta Inc
Address: 1503 LBS Frwy, Suite 400
City/State/Zip: Dallas, TX 75234
Phone: 214-543-3597
Contact Person: Zachary Beau

FOB: Quarry Yard Chico Quarry

Screenings: \$ 11.00 Per Ton
Size: 1/4" minus
Oversize: \$ 14.00 Per Ton
Size: 3x5" or 4x8"
Base: \$ 7.00 Per Ton
Other: \$ _____ Per Ton

FOB: Precinct 4
3468 Lowrance Road
Jacksboro, TX 76458

Screenings: \$ 17.63 Per Ton
Size: 1/4" minus
Oversize: \$ 20.63 Per Ton
Size: 3x5" or 4x8"
Base: \$ 13.63 Per Ton
Other: \$ _____ Per Ton

Signature Z. Beau Date 8-19-2020



JACK COUNTY, TEXAS

POLICY OF COMPLIANCE SECTION 2252.908 TEXAS GOVERNMENT CODE Approved by Commissioners' Court August 22, 2016

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioners' Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or not-for-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The County is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Jack County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLIANCE

Jack County Commissioners' Court will not consider for action any contract or bid with a business entity unless it is accompanied by a completed, signed and notarized Form 1295.

No later than 30 days after Commissioners' Court approves a contract or awards a bid with a business entity, the County Auditor will file acknowledgement of receipt of the Form 1295 with the Ethics Commission.

CONTRACT ID # 20200805

Martin Marietta Inc.

**JACK COUNTY
OFFICIAL BID RETURN FORM
Year: 10/01/2020 to 09/30/2021**

**BID FOR ROCK & ROAD MATERIALS
COMMISSIONERS DEPARTMENTS**

RECEIVED

AUG 27 2020

JACK COUNTY AUDITOR

11:33 AM

KMD

This form should be pasted to the outside of each official bid and appropriately marked.

For any questions please contact 214-543-3597

RECEIVED

AUG 24 2020

JACK COUNTY AUDITOR

9:08 AM

INVITATION TO BID

Bids will be received in the Jack County Auditor's Office of Jack County, Texas until 9:00 a.m., Monday, August 24, 2020, for the purchase of various goods and services for Jack County.

The types of goods and services to be purchased are:

Crushed Rock and Road Building Materials for use by the County Commissioners' Departments for the County Fiscal Year 2020-2021 (October 1, 2020 to September 30, 2021).

Bidders should use unit pricing in submitting their bids. Invoices delivered for payment will generally be paid by the second Monday of the month following receipt. No bond shall be required of the bidder.

The bids will be opened at 9:05 a.m. Monday, August 24, 2020, by the County Auditor in the County Courtroom on the first floor of the County Courthouse in Jacksboro, Texas and awarded in the Commissioners Court's business of the same day and location at 10 a.m.

Detailed specifications may be obtained by contacting:

Lisa S. Perry
Jack County Auditor
100 N Main St, Ste 202
Jacksboro, Texas 76458

Phone: (940) 567-2663
Fax: (940) 567-5978

FILED FOR RECORD

_____ O'CLOCK _____ M

AUG 24 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

All bids must be accompanied by a completed Bid Form that may be obtained through the office of the County Auditor. Bids should be submitted in a sealed envelope with the proper title on the **outside** of the bid envelope. Bidders must also comply with the requirements of Section 2252.908, Texas Government Code prior to submitting their bids and offer proof of the same in their bid in order to be considered.

Bidders are encouraged to be present at the bid opening to defend and answer questions about their bid.

Jack County reserves the right to accept and/or reject any and all bids. Under Section 271.905, Texas Local Government Code; the Commissioners Court reserves the right to award a contract to a qualified local bidder within three percent of the lowest bid.

Lisa S. Perry
Auditor - Jack County

House Bill 89 VERIFICATION

I, BYRON CLARK (individual name), the undersigned representative of (Company or Business name) HANSON AGGREGATES LLC (hereafter

referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270.:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract with the above-named Company, business or individual with Jack County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

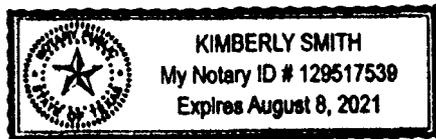
8/20/2020
Date

Byron Clark
Company Representative Signature

ON THIS THE 20 day of August, 2020, personally appeared Byron Clark, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Kimberly Smith
NOTARY SIGNATURE





JACK COUNTY, TEXAS

POLICY OF COMPLIANCE
SECTION 2252.908 TEXAS GOVERNMENT CODE
Approved by Commissioners' Court August 22, 2016

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioners' Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or not-for-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The County is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Jack County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLIANCE

Jack County Commissioners' Court will not consider for action any contract or bid with a business entity unless it is accompanied by a completed, signed and notarized Form 1295.

No later than 30 days after Commissioners' Court approves a contract or awards a bid with a business entity, the County Auditor will file acknowledgement of receipt of the Form 1295 with the Ethics Commission.

CONTRACT ID # 2020803

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE
ONLY

Date Received

1. Name of person doing business with local governmental entity.

BYRON CLARK

2.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

N/A

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

N/A

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

Byron Clark
Signature of person doing business with the governmental entity

8/20/2020
Date

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: HANSON AGGREGATES LLC

Address: 300 E JOHN CARPENTER FWY STE 1600

City/State/Zip: IRVING, TX 75062

Phone: 214-435-4027

Contact Person: BYRON CLARK BYRON.CLARK@LEHIGHHANSON.COM

LAKE BRIDGEPORT: 1160 FM 1658
BRIDGEPORT, TX 76426
PERCH HILL: 1443 S. Hwy 101
Chico, TX 76431

FOB: Quarry Yard

Screenings: \$ 7.00 FOB PERCH HILL Per Ton

Size: 3/8" and down (TX 179) - meets no spec

Oversize: \$ 13.00 FOB PERCH HILL Per Ton

Size: 1 1/2" x 3" (TX 110)

Base: \$ 7.25 FOB LAKE BRIDGEPORT Per Ton ~~1/2"~~ 1" DOWN (TX 198)

Other: \$ 11.00 1/4" - #10 (TX 177) Per Ton

..... \$ 11.00 1" Utility (TX 128) \$ 14.00 3"x5" (TX 209) FOB PERCH HILL

FOB: Precinct 1
1482 FM 3344
Jacksboro, TX 76458

Screenings: \$ 12.60 Per Ton Delivered

Size: 3/8" and down (TX 179) - meets no spec

Oversize: \$ ~~13.00~~ 18.60 Per Ton Delivered

Size: 1 1/2" x 3" (TX 110)

Base: \$ 12.85 (TX 198) Per Ton Delivered

Other: \$ 16.60 (TX 177 1/4" - #10) Per Ton Delivered

\$ 16.60 (TX 128 1" Utility) \$ 20.50 (TX 208 3"x5")

Signature Byron Clark Date 8/21/2020

HANSON's legal terms, standard warranties and conditions are attached.
GRADATIONS are attached. Additional report info: BYRON.clark@LehighHanson.com

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: HANSON AGGREGATES LLC

Address: 300 E JOHN CARPENTER FWY STE 1000

City/State/Zip: IRVING TX 75062

Phone: 214 435 4027

Contact Person: BYRON CLARK BYRON.CLARK@LehighHanson.com

LAKE BRIDGEPORT: 1160 FM 1658
Bridgeport, TX 76426
PERCH HILL: 1443 S. Hwy 101
Chico, TX 76431

FOB: Quarry Yard

Screenings: \$ 7.00 FOB PERCH HILL Per Ton

Size: 3/8" and down (TX179) - meets no spec

Oversize: \$ 13.00 FOB PERCH HILL Per Ton

Size: 1/2" x 3" (TX110)

Base: \$ 7.25 FOB LAKE BRIDGEPORT Per Ton 1" and down (TX198)

Other: \$ 11.00 1/4" - #10 (TX177) Per Ton

..... \$ 11.00 1" Utility (TX128) \$ 14.00 3"x5" (TX208) FOB Perch Hill

**FOB: Precinct 2
134 FM 2210
Perrin, TX 76486**

Screenings: \$ 12.80 Per Ton delivered

Size: 3/8" and down (TX179) - meets no spec

Oversize: \$ 18.80 Per Ton

Size: 1/2" x 3" (TX110)

Base: \$ 13.05 (TX198) Per Ton

Other: \$ 16.80 (TX177 1/4" - #10) Per Ton

\$ 16.80 (TX 128 1" Utility) \$ 20.70 (TX 208 3"x5")

Signature Byron Clark

Date 8/21/2020

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: HANSON AGGREGATES LLC
Address: 300 E JOHN CARPENTER FWY STE 1600
City/State/Zip: IRVING, TX 75062
Phone: 214-435-4027
Contact Person: BYRON CLARK BYRON.CLARK@LehighHanson.com

FOB: Quarry Yard

Screenings: \$ 7.00 FOB PERCH HILL Per Ton
Size: 3/8" and down (TX179) - meets no spec
Oversize: \$ 13.00 FOB PERCH HILL Per Ton
Size: 1/2" x 3" (TX110)
Base: \$ 7.25 FOB LAKE BRIDGEPORT Per Ton 1" + down (TX 198)
Other: \$ 11.00 1/4" - #10 (TX177) Per Ton
..... \$ 11.00 1" Utility (TX128) \$ 14.00 3" x 5" (TX208) FOB Perch Hill

**FOB: Precinct 3
150 Sand Flat Road
Jacksboro, TX 76458**

Screenings: \$ 12.70 Per Ton Delivered
Size: 3/8" and down (TX179) - meets no spec
Oversize: \$ 18.70 Per Ton
Size: 1/2" x 3" (TX110)
Base: \$ 12.45 (TX198) Per Ton
Other: \$ 16.70 (TX177 1/4" - #10) Per Ton
\$ 16.70 (TX128 Utility) \$ 20.60 (TX208 3" x 5")

Signature: Byron Clark Date: 8/21/2020

**JACK COUNTY
ROCK MATERIAL
BID FORM
Year: 10/01/2020 to 09/30/2021**

Bidder Name: HANSON AGGREGATES LLC
Address: 300 E JOHN CARPENTER FWY STE 1600
City/State/Zip: IRVING TX 75062
Phone: 214-435-4027
Contact Person: BYRON CLARK BYRON.CLARK@LEHIGHHANSON.COM

FOB: Quarry Yard

Screenings: \$ 7.00 FOB PERCH HILL Per Ton
Size: 3/8" + down (TX 179) - meets no spec
Oversize: \$ 13.00 FOB PERCH HILL Per Ton
Size: 1/2" x 3" (TX 110)
Base: \$ 7.25 FOB LAKE BRIDGEPORT Per Ton 1" + down (TX 198)
Other: \$ 11.00 1/4" - #10 (TX 177) Per Ton
..... \$ 11.00 1" Utility (TX 128) \$ 14.00 3" x 5" (TX 208) FOB PERCH HILL

**FOB: Precinct 4
3468 Lowrance Road
Jacksboro, TX 76458**

Screenings: \$ 12.55 Per Ton
Size: 3/8" + down (TX 179) - meets no spec
Oversize: \$ 18.55 Per Ton
Size: 1/2" x 3" (TX 110)
Base: \$ 12.80 (TX 198) Per Ton
Other: \$ 16.55 (TX 177 1/4" - #10) Per Ton
\$ 16.55 (TX 128 1" Utility) ~~\$ 20.45~~ (3" x 5" TX 208)

Signature Byron Clark Date 8/21/2020

300 E. John Carpenter Frwy
IRVING, TX 75062

Quote Date: 08/20/2020

GENERAL TERMS AND CONDITIONS

Buyer agrees that the following terms and conditions will apply to all sales of goods by Seller.

Governing Terms. The following general terms and conditions, together with the specific terms and conditions, not inconsistent herewith, in any Quotation, Acknowledgement of Order or other sales document issued by Seller or in a sales contract signed by Seller for a particular sale, are referred to collectively as the "Agreed Terms of Sale." Buyer agrees that the Agreed Terms of Sale shall govern the sale of the goods by Seller. Any conduct by Buyer which recognizes the existence of a contract with Seller for the sale of goods, including Buyer giving instructions to Seller respecting production or delivery or Buyer's acceptance of all or any portion of the goods, shall also constitute acceptance by Buyer of the Agreed Terms of Sale. Any terms in any purchase order or other document issued by Buyer which are in addition to or different from the Agreed Terms of Sale are objected to and rejected, and the Agreed Terms of Sale shall constitute the complete and exclusive statement of the terms and conditions of the agreement between the parties.

Prices. All severance, manufacturing, sales or use taxes now in effect or later imposed will be added to the invoices and paid by Buyer, except where otherwise provided by law. Sales tax will be charged unless a tax-exemption certificate is provided by Buyer. Prices set forth in any Quotation or Acknowledgement of Order are firm only through the expiration date stated in such document, but in no event more than 90 days from the date thereof. Prices for undelivered goods may be increased by Seller for any increase in the cost of Seller's supplies or labor or costs resulting from governmental action or other costs beyond Seller's reasonable control.

Payment and Collection. Unless otherwise provided in the Quotation or Acknowledgement of Order, all accounts are payable in current funds at the location designated in the invoice within 30 days of the date of delivery. Buyer agrees to pay interest at the maximum non-usurious rate on any past due indebtedness until paid and further agrees to pay all costs incurred in collection of past due indebtedness, including reasonable attorney's fees. Buyer acknowledges and agrees that, where Seller is not Lehigh Hanson, but any affiliate of Lehigh Hanson, Seller's right to payment of any account of Buyer has been or may be assigned to Lehigh Hanson and that by such assignment Lehigh Hanson shall succeed to all Seller's rights to enforce payment, including lien rights and rights to any bonds or other security of payments.

Credit Extension. Buyer represents and warrants that it is solvent and makes a continuing representation and warranty of solvency at the time of each tender of delivery. If at any time the financial condition of Buyer becomes unsatisfactory to Seller, Seller may require payment in advance or other security or guarantees satisfactory to Seller and may suspend deliveries until such adequate assurance of Buyer's performance has been received.

Delivery. Unless otherwise provided in the Quotation or Order Acknowledgement, all sales are F.O.B. the Seller's plant site stated in the Quotation or Order Acknowledgement and delivery shall occur and risk of loss shall transfer as the goods are loaded into trucks, railcars or other mode of transportation at such plant site.

Limited Warranty and Remedies. Seller warrants that, at the time of delivery, the goods sold will conform to the applicable specifications set forth in the Quotation, Acknowledgement of Order, or other sales document signed by Seller. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.** If the goods fail to conform, at time of delivery, to this limited warranty, Buyer's sole and exclusive remedy and Seller's entire liability will be, at Seller's election, (i) the repair or replacement by Seller within a reasonable time of the non-conforming goods, f.o.b. Seller's plant with full freight allowed to the jobsite, or (ii) the refund of the price paid for the non-conforming goods, and in either case only if Seller receives written notice of the defect or non-conformance within 30 days of the date of delivery of the non-conforming goods. **SELLER WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Seller's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.

Force Majeure. Seller will not be liable for failure or delays in delivery of goods due to fire, flood, inclement weather, labor disputes, accidents, equipment failure, delays or unavailability of rail, truck or other transport, governmental acts or regulation, acts of God or any other contingencies beyond Seller's reasonable control. In such event, Seller reserves the right to allocate its available inventories and production capacity among Seller's various customers.

Byron Clark
300 E. John Carpenter Frwy
IRVING, TX 75062

Phone: 214-435-4027 Fax: Mobile: DALLAS
To Activate this Quote, Please Call:

300 E. John Carpenter Frwy
IRVING, TX 75062

Page 3 of 3

Quote Date: 08/20/2020

Legal Actions. No legal Action shall be brought by the Buyer against the Seller for any claim with respect to any goods sold by Seller to Buyer more than one year after delivery of such goods to the Buyer. It is agreed that any cause of action with respect to such goods will accrue on the date of delivery of such goods. The laws of the state where delivery occurs will govern this agreement and all matters arising therefrom.

Counterparts. A counterpart of this document delivered by facsimile transmission shall be deemed an original document and be valid for all purposes. If Seller stores this document electronically (including a "scanned" electronic copy), a reproduction of the scanned document shall be considered to be an original counterpart and shall be enforceable.

Byron Clark
300 E. John Carpenter Frwy
IRVING, TX 75062

Phone: 214-435-4027 Fax: Mobile: DALLAS

To Activate this Quote, Please Call:

300 E. John Carpenter Frwy
IRVING, TX 75062

Quote Date: 08/20/2020

Quote issued to:

To:	COUNTY OF JACK
Attn:	
	100 MAIN ST RM 202
	JACKSBORO, TX 764581746
Phone:	940-567-2663
Fax:	940-567-5978
Email:	

Project Setup:

Project:	2020 ANNUAL BID - ALL PRECINCTS
Location:	
County:	

We are pleased to quote you the following prices on materials as shown below in accordance with Lehigh Hanson's General Terms and Conditions of Sale and the attached Additional Terms and Conditions.

Shipping Plant	Product Description	Quantity	Unit	Material Price	Haul Rate	Delivered Price
----------------	---------------------	----------	------	----------------	-----------	-----------------

<i>PRICING ON BID PACKET</i>						
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Acceptance Expiration Date: 9/19/2020

Project Completion Date:

Notes: It is the contractor's responsibility to determine if this material is fit for the intended application and material may not meet spec requirements for the job. Flex base is not guaranteed to meet the triaxial test. Material subject to availability. Hauling is through a 3rd party and may be subject to a 3% fuel surcharge.

FOB: Shipping Plant

Terms Net: 30

<p>Upon acceptance of prices above and any escalators detailed in Notes section, pricing will be honored until Project Completion Date of 12/30/1899.</p> <p>*** Trucking Fuel Notice: Freight cost is based on diesel fuel price of \$3.25/gallon or less. Starting at \$3.26/gallon the freight rate will increase by 1.5% for every \$.10 increase in the fuel price. Diesel fuel prices are based on the EIA's Gulf Coast Regional Average @ tonto.eia.doe.gov. Review of diesel price will take place at 3:00 pm on the first Monday of each month and will be effective for the entire month.</p> <p>**Due to the shortage of drivers and trucks, Lehigh Hanson will not commit to the timing of aggregate deliveries.</p> <p>*Rail freight rates and fuel surcharges are subject to fees assessed by Burlington Northern and Union Pacific. Delivery is quoted within the limits of the project.</p> <p>The actual fuel surcharge billed will be computed at time of delivery and is subject to increase for duration of project. Customer may pick up any materials quoted above; FOB the designated plant for material price per ton.</p> <p>Please be advised that Lehigh Hanson will honor material prices for 90 days from date of quote unless other arrangements are made.</p> <p>All Material Quoted in 25 ton End Dumps. All Material Subject To Availability. Prices do not include tax.</p>
--

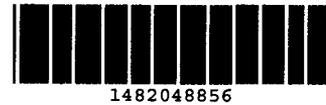
Customer
Signature: _____

Byron Clark
300 E. John Carpenter Frwy
IRVING, TX 75062
Phone: 214-435-4027 Fax: Mobile: DALLAS
To Activate this Quote, Please Call:



Quality Test Report

Plant C777-BRIDGEPORT (PERCH-HILL)
 Product TX179-Screenings Cr. Lime Stone
 Specification



Sample Information

Sample No 1482048856
 Date Sampled 06/16/2020 17:15
 Sampled By John Gaona
 Type Investigative
 Method Loader Mix
 Location Portable Base Plant
 Process Stockpiling
 Ledge Sample #1

Split Sample
 Resample

Test Note
 TX179-Screenings Cr. Lime Stone
 Portable Base Plant Dry Screenings

Gradation Results

Date Completed 06/16/2020 17:15

Tested By John Gaona

Unit	Moist Mass	Dry Mass	Wash Mass	Moisture %	Wash Loss %	Procedure		
g		1081.20						
Sieve	Mass Retained	Cum Mass Retained	Ind % Retained	% Retained	% Passing	Target	Specification	Comment
3/8" (9.5mm)	10.60	10.60	1.0	1.0	99.0			
#4 (4.75mm)	525.30	535.90	48.6	49.6	50.4			
#8 (2.36mm)	301.30	837.20	27.9	77.4	22.6			
#10 (2mm)	43.60	880.80	4.0	81.5	18.5			
#16 (1.18mm)	89.70	970.50	8.3	89.8	10.2			
#30 (.6mm)	62.60	1033.10	5.8	95.6	4.4			
#40 (.425mm)	28.90	1062.00	2.7	98.2	1.8			
#50 (.3mm)	5.90	1067.90	0.5	98.8	1.2			
#80 (.18mm)	7.70	1075.60	0.7	99.5	0.5			
#100 (.15mm)	1.80	1077.40	0.2	99.6	0.4			
#200 (75µm)	0.50	1077.90	0.0	99.7	0.3			
Pan	3.30	1081.20	0.3	100.0	0.0			

Other Test Results

Test Name	Date	Result	Unit	Target	Specification	Comment
	Procedure	Lab			Tested By	
FM	06/16/2020 17:15	5.12				
	C-136 Fineness Modulus	T.S. Lab			John Gaona	

Basic Quality Statistical Summary Report

Plant C777-BRIDGEPORT (PERCH-HILL)
Product TX110-1" X 3" Rock
Specification
Period 01/01/2020 - 08/20/2020

Sieve/Test	Tests	Average	Specification
4" (100mm)	3	95.8	
3 1/2" (90mm)	3	95.8	
3" (75mm)	3	95.8	
2 1/2" (63mm)	3	89.7	
2" (50mm)	3	69.5	
1 1/2" (37.5mm)	3	34.9	
1" (25mm)	3	3.0	
1/2" (12.5mm)	3	1.3	
#4 (4.75mm)	2	1.1	
Pan	3	0.0	

MATERIALS EVALUATION

Fine & Coarse Aggregates

Source:	Hanson @ Bridgeport (Perch-Hill) Plant #777	Technical Services
Type:	1/ 4" Bin (1/ 4"-#10) Crushed Lime Stone	Report: 2020-777
Lab NO:	TS-Weekly-20	Date: 07-28-20
Date:	Received: 07-02-20	

TxDHT METHOD	TEST DESCRIPTION	TEST RESULTS	Plant Specs
TEX-200-F	3/8" Sieve	100 % Passing	100
TEX-200-F	1/4" Sieve	93 % Passing	95-100
TEX-200-F	#4 Sieve	71 % Passing	90-100
TEX-200-F	#8 Sieve	18 % Passing	25-45
TEX-200-F	#10 Sieve	9 % Passing	15-30
TEX-200-F	#40 Sieve	4 % Passing	0-10
TEX-217-F	Decant (- #200 Sieve Washed)	1.50 % Passing	1.5 Max.
TEX-201-F	Specific Gravity,	2.651	
TEX-201-F	Absorption,	1.1 %	
TEX-404-A	Unit Weight (Dry Rodded),	95.4 Lbs/Cu.Ft.	
TEX-404-A	Unit Weight (Dry Loose),	86.3 Lbs/Cu.Ft.	
TEX-405-A	Voids Content (Dry Rodded),	42.3 %	
TEX-410-A	L.A. Abrasion,	26.2 % Loss	50.0 Max.

Note: Compacted (Approximate)

* Unit Weight (Dry Rodded),	103.3	Lbs/Cu.Ft.
* Unit Weight (Wet 4% Moisture Compacted),	107.2	Lbs/Cu.Ft.

Note: Bin #7 Materials - Hanson Product Code TX-177

- Typical results.



Vartan Babakhanian, P.E.
Technical Services Lab Manager



Basic Quality Statistical Summary Report

Plant C777-BRIDGEPORT (PERCH-HILL)
Product TX128-1"x #4 Utility Cr. Lime Stone
Specification ASTM #57
Period 01/01/2020 - 06/26/2020

Sieve/Test	Tests	Average	Target	Specification
1 1/2" (37.5mm)	126	100		100-100
1" (25mm)	126	98		95-100
3/4" (19mm)	126	76		
1/2" (12.5mm)	126	36		25-60
3/8" (9.5mm)	126	23		
#4 (4.75mm)	126	6		0-10
#8 (2.36mm)	126	1.6		0-5
Pan	126	0.0		
-#200 (75um)	17	0.57		



Basic Quality Statistical Summary Report

Plant C777-BRIDGEPORT (PERCH-HILL)
Product TX208-Rip Rap (Gabion) 3" X 5" Cr. Lime Stone
Specification
Period 01/01/2020 - 06/26/2020

Sieve/Test	Tests	Average	Target	Specification
5" (125mm)	2	100.0		
4" (100mm)	2	74.5		
3" (75mm)	2	53.5		
2 1/2" (63mm)	1	34.5		
2" (50mm)	2	14.9		
1 3/4" (45mm)	1	5.5		
1 1/2" (37.5mm)	2	5.8		
1 1/4" (31.5mm)	1	0.5		
1" (25mm)	1	1.3		
3/4" (19mm)	1	1.1		
1/2" (12.5mm)	1	0.9		
3/8" (9.5mm)	1	0.8		
1/4" (6.3mm)	1	0.7		
#4 (4.75mm)	1	0.6		
Pan	2	0.0		

Lehigh Hanson

HEIDELBERGCEMENT Group

P.O. Box 660225

Dallas, Texas 75266-0225

300 E JOHN CARPENTER FWY.

#1600

IRVING, TX 75062

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AUG 11 2008

JACK COUNTY AUDITOR

11:46am

KMD

**CRUSHED ROCK AND ROAD
BUILDING MATERIALS
#2020803**



QUOTE

PHD
4951 Airport PKWY, Suite 770, Addison, TX 75001
 t. 855.474.3669 f. 888.683.4640

Number PHDQ3165
Date Jun 12, 2020

Customer	Ship To	Your Sales Rep
Jack County Courthouse Frank Hefner 100 N. main Suite 101 Jacksboro, TX 76458 United States	Jack County Courthouse Frank Hefner 1432 FM3344 Jacksboro, TX 76458 United States	Josh Durant
Phone Fax	Phone Fax	

Here is the quote you requested.

Line	Qty	Description	Unit Price	Ext. Price
1		Jack County Jail - Video Surveillance		
2		Control System		
3	2	Network Video Server	\$1,812.00	\$3,624.00
4	2	Synology RackStation RS2418+ - 12 bay network attached storage server. 12 SATA hot swap bays, up to 144TB raw capacity supported, expandable to 288 TB raw capacity, 4GB RAM expandable to 64 GB, 4 1GbE NIC. JBOD, RAID F1, Basic, RAID 0, RAID 1, RAID 5, RAID6, and RAID 10 support. On board RAID Migration.	\$2,145.00	\$4,290.00
5	22	Western Digital 8TB hard disk drive.	\$291.00	\$6,402.00
6	2	Minuteman ED3000RTXL2U - UPS 3000, True on-line, rackmount with voltage regulation, spike/surge protection and hot-swappable batteries.	\$2,332.19	\$4,664.38
7	2	Minuteman BP72RTXL - rack mount battery pack for Minuteman UPS 3000.	\$810.00	\$1,620.00
8	1	Miscellaneous installation materials.	\$162.75	\$162.75
9	1	Security Labor: PHD to build, configure and install network video servers, raids and uninterruptable power supplies.	\$1,300.00	\$1,300.00
10		SubTotal		\$22,063.13

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - LABOR RATES ARE \$130 AN HOUR FOR THE FIRST HOUR WITH 15 MIN INCREMENTS FOLLOWING. ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A PER CASE BASIS - WE SPECIFICALLY DISCLAIM ANY VERBAL OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

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JD RDG FH

Page 1 of 4

Doc ID: 2f513621f5d9209f922acf91a867f4358fb2255d

Line	Qty	Description	Unit Price	Ext. Price
11		Data Communications Hardware		
12	5	Netonix WS-26-400-AC - 24 port managed POE switch. 110 / 220 VAC 400 Watt Power Supply, (24) Gbps POE Ports, (2) SFP Uplink Ports, Operating temperature -25 to 55°C (-13 to 131° F)	\$625.36	\$3,126.80
13	5	Netonix RMK-26 - rack mount ears for network switch	\$25.50	\$127.50
14	3	HP J4858C - X121 1G SFP LC SX Transceiver	\$271.00	\$813.00
15	3	LC/LC 10G MM DPLX AQUA 3M, fiber patch cable	\$36.06	\$108.18
16	1	Netonix WS-8-150-AC - 8 Port managed POE WISP switch with 150 watt power budget. Ruggedized unit with extended operating temperature range of -25 to 55 degrees C.	\$222.30	\$222.30
17	2	Ubiquiti UBI-LOCOM5 - 5GHz wireless antenna. Up to 150+Mbps throughput with up to 10 mile range.	\$110.12	\$220.24
18	2	Ubiquiti UB-AM - Universal Mounting Bracket Overall 19.5" bend at 6 " Diameter is 1.25"	\$35.63	\$71.26
19	1	Veracity FV-VORORMXT - Outdoor rated ethernet PoE extender. Multiple units may be daisy chained for up to a 300 meter PoE cable segment. IP66 outdoor rating, -40C - 60C.	\$294.00	\$294.00
20	1	Miscellaneous installation materials.	\$232.50	\$232.50
21	1	Security Labor: PHD to install and configure data communication hardware.	\$2,730.00	\$2,730.00
22		SubTotal		\$7,945.78
23		Running SubTotal		\$30,008.91
24		Cabling Infrastructure		
25	22	Cat6 Plenum 1000 Box Green	\$329.15	\$7,241.30
26	1	Cat 6 EZ Jack Blue	\$5.75	\$5.75
27	3	48PT Cat6 Patch Panel	\$234.47	\$703.41
28	102	1ft thin Cat6 Patch Cable Green	\$1.80	\$183.60
29	4	7ft Cat 6 Patch Cable Green	\$2.70	\$10.80
30	1	Dynacable:1PT Face Plate White	\$1.10	\$1.10
31	1	Dynacable:Caddie	\$2.35	\$2.35
32	1	Miscellaneous installation materials.	\$450.00	\$450.00
33	1	Security Labor: PHD to install data cabling infrastructure including patch panel terminations, labeling and certifications.	\$18,720.00	\$18,720.00
34		SubTotal		\$27,318.31
35		Running SubTotal		\$57,327.22

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JD RDG FH

Page 2 of 4

Doc ID: 2f513621f5d9209f922acf91a867f4358fb2255d

Line	Qty	Description	Unit Price	Ext. Price
36		Surveillance Cameras		
37	1	Advidia A-300 - Outdoor 2 MP PTZ Camera, 30x Optical Zoom 4.3-129mm, H.265, H.264, MJPEG, 24volt/PoE Plus, Built in Smart IR, WDR, Progressive Scan CMOS, IP66. No camera license required with Video Insight 7.0 or higher VMS software.	\$1,248.93	\$1,248.93
38	1	Advidia A-200-WM - Wall mount for A-300 speed dome camera.	\$38.37	\$38.37
39	14	Panasonic WV-S2550L - Vandal i-PRO Extreme 5 megapixel H.265 dome camera with 120 dB super dynamic and color night vision. 2.9-9 mm varifocal lens.	\$938.84	\$13,143.76
40	10	Panasonic PWM485S - Outdoor wall mount and shroud for Panasonic vandal dome cameras.	\$92.39	\$923.90
41	38	Advidia E-37-FSW - Vandal 3MP Dome with Ultra Wide, 1.85mm lens, IP67, IK10. No camera license required with Video Insight 6.2.13 or higher VMS software. H.265 compression, POE powered camera.	\$426.75	\$16,216.50
42	20	Advidia E-46-V - Vandal 4MP Dome with IR. Motorized lens 2.7mm-13.5mm, H.265, IP67, IK10 No camera license required with Video Insight 7.5.1 or higher VMS software.	\$324.96	\$6,499.20
43	17	Hikvision DS-2CD6W32FWD-IVSD - Vandal corner mount 3MP detention camera with 135 degree horizontal and 98 degree vertical field of view.	\$890.99	\$15,146.83
44	5	Panasonic WV-X4571L - Vandal i-PRO Extreme 9MP 360 outdoor IK10 vandal resistant camera, H.265 compression W/IR.	\$1,216.04	\$6,080.20
45	2	Panasonic WV-X4171 - i-PRO Extreme 9 MP 360 camera with built in audio. .02 lux color low light, 30 frames per second real time streaming, H.265 compression. POE or 12 VDC powered camera.	\$1,063.35	\$2,126.70
46	5	Panasonic MIC-LR-1 - microphone 20' 3.5 direct power from camera cable included.	\$231.00	\$1,155.00
47	1	Miscellaneous installation materials.	\$589.60	\$589.60
48	1	Security Labor: PHD to configure and install 97 surveillance cameras.	\$25,220.00	\$25,220.00
49		SubTotal		\$88,388.99
50		Running SubTotal		\$145,716.21
51		Video Insight License		
52	2	Video Insight Enterprise Server License.	\$1,500.00	\$3,000.00
53	17	Camera license for VI Server. Includes unlimited updates for all software upgrades and major releases.	\$155.82	\$2,648.94
54		SubTotal		\$5,648.94
55		Running SubTotal		\$151,365.15

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - LABOR RATES ARE \$130 AN HOUR FOR THE FIRST HOUR WITH 15 MIN INCREMENTS FOLLOWING. ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A PER CASE BASIS - WE SPECIFICALLY DISCLAIM ANY VERBAL OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Line	Qty	Description	Unit Price	Ext. Price
56		Disclaimer		
57		Two 110VAC receptacles will be needed in new server room and one in barn for one 8 port POE switch. Proposal assumes there is enough space in currently installed conduit to accommodate new CAT6 cable for gate camera. Initial end user training is included in this proposal.		
58		Optional System Warranty & Support Service		
59	0	Comprehensive Hardware & Labor Only Warranty Billed monthly beginning on month 13. Does not include damage due to physical abuse or acts of nature. Includes Advanced Replacement. All hardware on this proposal is included in warranty.	\$1,266.67	\$0.00

SubTotal	\$151,365.15
Tax	\$0.00
Shipping	\$75.00
Total	\$151,440.15
Deposit Required	\$75,720.08

Signature of Acceptance: Frank Hefner

Joshua Durant 

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - LABOR RATES ARE \$130 AN HOUR FOR THE FIRST HOUR WITH 15 MIN INCREMENTS FOLLOWING. ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A PER CASE BASIS - WE SPECIFICALLY DISCLAIM ANY VERBAL OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

TITLE Jack County Jail Surveillance Proposal - PHD Communications...

FILE NAME Jack County Jail ...al - PHDQ3165.pdf

DOCUMENT ID 2f513621f5d9209f922acf91a867f4358fb2255d

AUDIT TRAIL DATE FORMAT MM / DD / YYYY

STATUS * Completed

Document History



SENT

08 / 24 / 2020
19:24:29 UTC

Sent for signature to Doug Garrett (dgarrett@phd.co) and Frank Hefner (emc@jackcounty.org) from jdurant@phd.co
IP: 97.105.150.138



VIEWED

08 / 24 / 2020
20:51:49 UTC

Viewed by Doug Garrett (dgarrett@phd.co)
IP: 97.105.150.138



SIGNED

08 / 24 / 2020
20:54:01 UTC

Signed by Doug Garrett (dgarrett@phd.co)
IP: 97.105.150.138



VIEWED

08 / 25 / 2020
14:50:42 UTC

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IP: 162.226.121.17



SIGNED

08 / 25 / 2020
14:56:44 UTC

Signed by Frank Hefner (emc@jackcounty.org)
IP: 162.226.121.17



COMPLETED

08 / 25 / 2020
14:56:44 UTC

The document has been completed.

Request for Proposal
For a Video Surveillance System
For the County of Jack
Law Enforcement Center

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AUG 24 2020

JACK COUNTY AUDITOR

9:08 am

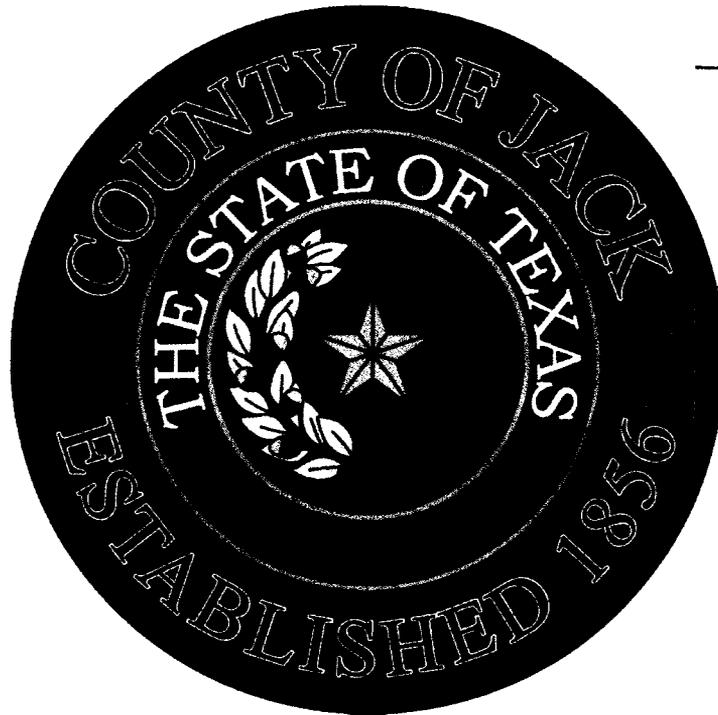
FILED FOR RECORD

_____ O'CLOCK _____ M

AUG 24 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

_____ DEPUTY



Schedule of Critical Dates:

1. Proposal is Due at Jack County Auditor's Office: August 24th, 2020 at 9:00 AM CST
2. Bid Proposal Awarded: August 24th, 2020 at 10:00 AM CST

LATE PROPOSALS WILL NOT BE ACCEPTED

THIS IS NOT A PUBLIC RECORD

The attached document is an infrastructure record, as defined in section 418.181 and 418.182 of the Texas Government Code, and is not subject to mandatory release or disclosure as a public record under 418.181 and 418.182 of the Texas Government Code.

Any party receiving requests for information on the Texas Public Information Act or the Freedom of Information Act concerning this document **MUST** consult with the County of Jack Attorney before releasing such information.

THIS IS NOT A PUBLIC RECORD

JACK COUNTY LAW ENFORCEMENT CENTER VIDEO SURVEILLANCE REQUEST FOR PROPOSAL

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 Proposal Mailing Address: 8

I. INTRODUCTION

The County of Jack, Texas is requesting Proposals from qualified firms to install and replace the existing IP-based Video Surveillance System. This includes, but is not limited to, providing camera and network design, (i.e. camera and network equipment, installation, configuration, testing), all associated video surveillance equipment (i.e. server, storage, cameras, housings, software, network infrastructure, cabling, wiring, point to point and access point) in coordination with the Jack County Law Enforcement Center Network.

Background

The County of Jack has a population of about 9,000 residents. Jack County is located 58 miles South/Southeast of Wichita Falls, Texas; 60 miles Northwest of Fort Worth, Texas.

The Jack County Law Enforcement Center was built in 2005, which consist of center block construction on the interior of the facility with rock exterior construction.

II. CURRENT ENVIRONMENT

Camera Network Infrastructure

The Law Enforcement Center has an outdated camera network infrastructure which includes the following:

- (3) Windows XP Based Recorders
- (2) Windows 7 Based Workstations
- NUUO Software
- Cisco SF 300-24P Switch
- Netgear 8 POE Switch
- (23) IP Cameras
- (70) Analog Cameras

III. SCOPE OF SERVICES

It is the goal of Jack County to provide a reliable and robust video surveillance camera system. The Proposer must be capable of providing the proper equipment and service to the County of Jack. The Proposer shall work with the Information Technology Department of Jack County to

JACK COUNTY LAW ENFORCEMENT CENTER VIDEO SURVEILLANCE REQUEST FOR PROPOSAL

provide the following specifications for the video surveillance camera system including but not limited to:

- Video Surveillance Camera System
 - IP Based Cameras
 - (1) PTZ Camera
 - (14) Motorized Dome Cameras
 - (38) Wide angle Vandal Proof Dome Cameras with Audio
 - (20) Fixed Vandal Proof Dome Cameras
 - (5) 360 Vandal Proof Cameras with Audio
 - (17) Corner Vandal Proof Cameras
 - (2) 360 Non-Vandal Cameras with Audio
 - (1) Wireless PTP Bridge for MD Camera on Barn

- Equipment, Site Development, Labor, Installation
 - Day/Night Surveillance cameras
 - Motion activated recording
 - IP Assignment
 - Wireless network configuration
 - Camera image settings configuration (focus, exposure, frames)
 - System Training
 - Minimum one year standard manufacture warranty to include all associated camera equipment, software, hardware, servers and storage
 - Extending cameras to 97 total cameras (floor plan included)

- Full Infrastructure Design
- NVR(s) or Servers
- Video Retention needs to be at least 180 days
- Time and Date accuracy

IV. TECHNOLOGY REQUIREMENTS

Proposer must propose and supply a product line that, to the best of its knowledge, is not obsolete or near obsolete. Only equipment and/or product models that have been satisfactorily demonstrated record of successful deployment by other law enforcement agencies, in similar sized applications. The Proposer must document successful deployments by including the

names and telephone numbers of the contact person as part of the reference requirements of this RFP.

The equipment supplied must be of new manufacture (not used or demo units) and best quality and installed in accordance with approved recommendations of the manufacturer thereof, and must conform to the equipment specifications listed in the RFP.

V. PRICING INFORMATION

Video Surveillance System equipment pricing shall be detailed and itemized. All unit models, configurations, software, firmware, standard options, special options, and accessories available from the manufacturer shall be included in a price list.

WARRANTY COST

Proposer shall provide the cost details for providing System Warranty and Support Service outside of the manufacturers one year warranty separate from original cost with the option to include and/or refuse.

TRAINING COST

Proposer shall provide the cost details for providing training. The cost detail must identify the quantity, unit price and total price for each type of training.

VI. PROPOSAL REQUIREMENTS

1. Submission of Proposal

Each Proposer shall submit its proposal(s) in the manner by the due date and time in the Sections below.

- I. If you find discrepancies or omissions in this RFP or if the intended meaning of any part of the RFP is unclear or in doubt, send a request for clarification or interpretation to admin@jackcounty.org or call 940-567-2259 no later than August 14, 2020 at 5:00 PM CST.

JACK COUNTY LAW ENFORCEMENT CENTER VIDEO SURVEILLANCE REQUEST FOR PROPOSAL

- II. If the proposal does not comply with all terms, conditions, and requirements for submittal, the County may consider it unacceptable and may reject it without further consideration.

2. The County's Rights and Requirements

The County reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The County reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the County's best interest.

3. Proposal as a Public Record

Under the laws of the State of Texas, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the County must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page – but only that page – of its proposal that contains that information. The County will notify the Proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

4. Background Criminal History Check(s)

Due to the nature and location of the installation of equipment and services, individuals working and/or installing per the RFP will need to be cleared by the Jack County Sheriff's Office via an identification background check. This must meet the Jack County Sheriff's Office specifications per Texas Jail Standards.

VII. PROPOSAL CONTENTS

Each proposal will need to be in a sealed envelope labeled "Jack County LEC Video Surveillance System". **IT MUST BE IN THE JACK COUNTY AUDITOR'S OFFICE BY AUGUST 24th, 2020 BY 9:00AM CST.**

Each proposal must have the following included:

JACK COUNTY LAW ENFORCEMENT CENTER VIDEO SURVEILLANCE REQUEST FOR PROPOSAL

- **Written price list of project.**
- **Federal Form W-9 including Taxpayer Identification Number**

Proposal Mailing Address:

Jack County Auditor

100 N Main St., Ste. 202

Jacksboro, TX 76458

Attn: LEC Video Surveillance

**Panasonic System Solutions Company of North America,
Division of Panasonic Corporation of North America**
Two Riverfront Plaza, Newark, New Jersey 07102-5490

LIMITED WARRANTY FOR VIDEO SURVEILLANCE PRODUCTS

Panasonic System Solutions Company of North America ("Panasonic") will, at its sole option, repair or exchange the Panasonic Video Surveillance Product with a new or a comparable refurbished product, free of charge, in the United States from the date of original purchase and for a period specified below, in the event of a defect in materials or workmanship, as follows:

Category	Recorder & Extension		Camera			Matrix Switch & LCD Display	Encoder/Decoder & Camera Controller	All Accessory type Products	Hard Drives or Canisters
	All Models:	All Models:	Legacy Models:	All Models:	All Models:				
Products <i>Note: Only model prefixes are shown in this warranty card</i>	WJ-ND WJ-NV WJ-HD WJ-HDE MR- Hard Drives not included	WJ-NX WJ-HXE Hard Drives not included	WV-, & BL- Please Note: S/N: NK or Newer will carry the 3 Year Factory +2 Year Preferred coverage	WV-X WV-S	WV-V	WJ-SX PMPU PLCD	All Joysticks BY-HPE WJ-GXE WJ-GXD WJ-PR WJ-PC	Brackets, Cables, Lenses, Housings, Heaters, Dome Covers, IR LED's, RS485 Output, Wi-Fi devices	All: Panasonic Supplied Models Only
Standard Warranty	3 Years	Preferred 5 Years -3	Preferred 3 Years -1,-3 + 2 Additional Years	Preferred 5 Years -3	3 Years	3 Years	3 Years	1 Year	3 Years
Advance Exchange	Standard	Priority	Priority	Priority	Standard	Standard	Standard	No	Standard
30 Day DOA	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Includes Video Insight Camera License	N/A	N/A	Yes -1	Yes	N/A	N/A	Yes -2 GXE Models	N/A	N/A

Notes:

- 1 - WV- Series cameras manufactured in November 2014 or later (Serial number beginning with "NK") are eligible for the "Preferred Warranty" which adds two (2) additional years to the standard three (3) year warranty, Priority Advanced Exchange, and an available Video Insight camera license.
- 2 - GXE Series Encoders are eligible for an available Video Insight Camera License
- 3 - Fans, motors, slip rings and lens assemblies are warranted for three (3) years

Limited Product Warranty:

This warranty is extended only to the original purchaser. A purchase receipt or other proof of date of original purchase will be required before warranty service is rendered. If you ship the product, carefully pack it and send it prepaid, adequately insured and preferably in its original carton. Attach a postage paid letter, detailing your complaint, to the outside of the carton.

This warranty covers failures due to defects in materials or workmanship which occur during normal use. It does not cover damage which occurs in shipment or failures which are caused by products not supplied by Panasonic or failures which result from alteration, accident, misuse, abuse, neglect, faulty installation, maladjustment of user controls, improper maintenance, modification or service by anyone other than an Authorized Panasonic Security Systems/Vision Systems Service Center, or damage that is attributable to acts of God.

Limited Warranty - Software:

The Panasonic Video Surveillance Product may be provided with a software application ("Software"). Panasonic warrants to you only that the CD disk (s) or other media on which the Software is furnished will be free from defects in material and workmanship under normal use for a period of sixty (60) days from the date of delivery thereof to you, as evidenced by your purchase receipt.

This is the only warranty Panasonic makes to you with respect to the Software. Panasonic does not warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be uninterrupted or error free. Panasonic shall have no obligation for any defects in the CD disk(s) or other media on which the Programs are furnished resulting from your storage thereof, or for defects that have been caused by operation of the CD disk(s) or other media.

Panasonic's entire liability and your exclusive remedy under this warranty shall be limited to the replacement, in the United States or other Panasonic designated location, of any defective CD disk or other media which is returned to Panasonic's Authorized Service Center, together with a copy of the purchase receipt, within the aforesaid warranty period.

LIMITATIONS AND EXCLUSIONS:

There are no express warranties except as listed above.
PANASONIC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT OR THE SOFTWARE, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE WARRANTY PERIOD SET FORTH ABOVE. Some states do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights. You may also have other rights that vary from state to state.

If a problem with your equipment develops during the warranty period, first contact your Panasonic dealer or Panasonic Service center. If the problem is not handled to your satisfaction, then write to the Panasonic National Service Manager at Panasonic System Solutions Company of North America, Two Riverfront Plaza, Newark, New Jersey 07102-5490.

Service:

For Technical Support or to obtain service, call toll free: **1-800-528-6747** or visit our web site at:
<http://us.panasonic.com/support-videosurveillance>

About the limited warranty

In case of coming with a warranty of several types, each of warranty only applies to products purchased in the area that are described in the express warranty statements respectively.

"Limited Warranty Coverage (For USA and Puerto Rico Only)"



QUOTE

PHD
4951 Airport PKWY, Suite 770, Addison, TX 75001
 t. 855.474.3669 f. 888.683.4640

Number PHDQ3165
Date Jun 12, 2020

Customer	Ship To	Your Sales Rep
Jack County Courthouse Frank Hefner 100 N. main Suite 101 Jacksboro, TX 76458 United States	Jack County Courthouse Frank Hefner 1432 FM3344 Jacksboro, TX 76458 United States	Josh Durant
Phone	Phone	
Fax	Fax	

Here is the quote you requested.

Terms **P.O. Number** **Ship Via**

Line	Qty	Description	Unit Price	Ext. Price
1		Jack County Jail - Video Surveillance		
2		Control System		
3	2	Network Video Server	\$1,812.00	\$3,624.00
4	2	Synology RackStation RS2418+ - 12 bay network attached storage server. 12 SATA hot swap bays, up to 144TB raw capacity supported, expandable to 288 TB raw capacity, 4GB RAM expandable to 64 GB, 4 1GbE NIC. JBOD, RAID F1, Basic, RAID 0, RAID 1, RAID 5, RAID6, and RAID 10 support. On board RAID Migration.	\$2,145.00	\$4,290.00
5	22	Western Digital 8TB hard disk drive.	\$291.00	\$6,402.00
6	2	Minuteman ED3000RTXL2U - UPS 3000, True on-line, rackmount with voltage regulation, spike/surge protection and hot-swappable batteries.	\$2,332.19	\$4,664.38
7	2	Minuteman BP72RTXL - rack mount battery pack for Minuteman UPS 3000.	\$810.00	\$1,620.00
8	1	Miscellaneous installation materials.	\$162.75	\$162.75
9	1	Security Labor: PHD to build, configure and install network video servers, raids and uninterruptable power supplies.	\$1,300.00	\$1,300.00
10		SubTotal		\$22,063.13

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - LABOR RATES ARE \$130 AN HOUR FOR THE FIRST HOUR WITH 15 MIN INCREMENTS FOLLOWING. ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A PER CASE BASIS - WE SPECIFICALLY DISCLAIM ANY VERBAL OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Line	Qty	Description	Unit Price	Ext. Price
11		Data Communications Hardware		
12	5	Netonix WS-26-400-AC - 24 port managed POE switch. 110 / 220 VAC 400 Watt Power Supply, (24) Gbps POE Ports, (2) SFP Uplink Ports, Operating temperature -25 to 55°C (-13 to 131° F)	\$625.36	\$3,126.80
13	5	Netonix RMK-26 - rack mount ears for network switch	\$25.50	\$127.50
14	3	HP J4858C - X121 1G SFP LC SX Transceiver	\$271.00	\$813.00
15	3	LC/LC 10G MM DPLX AQUA 3M, fiber patch cable	\$36.06	\$108.18
16	1	Netonix WS-8-150-AC - 8 Port managed POE WISP switch with 150 watt power budget. Ruggedized unit with extended operating temperature range of -25 to 55 degrees C.	\$222.30	\$222.30
17	2	Ubiquiti UBI-LOCOM5 - 5GHz wireless antenna. Up to 150+Mbps throughput with up to 10 mile range.	\$110.12	\$220.24
18	2	Ubiquiti UB-AM - Universal Mounting Bracket Overall 19.5" bend at 6 " Diameter is 1.25"	\$35.63	\$71.26
19	1	Veracity FV-VORORMXT - Outdoor rated ethernet PoE extender. Multiple units may be daisy chained for up to a 300 meter PoE cable segment. IP66 outdoor rating, -40C - 60C.	\$294.00	\$294.00
20	1	Miscellaneous installation materials.	\$232.50	\$232.50
21	1	Security Labor: PHD to install and configure data communication hardware.	\$2,730.00	\$2,730.00
22		SubTotal		\$7,945.78
23		Running SubTotal		\$30,008.91
24		Cabling Infrastructure		
25	22	Cat6 Plenum 1000 Box Green	\$329.15	\$7,241.30
26	1	Cat 6 EZ Jack Blue	\$5.75	\$5.75
27	3	48PT Cat6 Patch Panel	\$234.47	\$703.41
28	102	1ft thin Cat6 Patch Cable Green	\$1.80	\$183.60
29	4	7ft Cat 6 Patch Cable Green	\$2.70	\$10.80
30	1	Dynacable:1PT Face Plate White	\$1.10	\$1.10
31	1	Dynacable:Caddie	\$2.35	\$2.35
32	1	Miscellaneous installation materials.	\$450.00	\$450.00
33	1	Security Labor: PHD to install data cabling infrastructure including patch panel terminations, labeling and certifications.	\$18,720.00	\$18,720.00
34		SubTotal		\$27,318.31
35		Running SubTotal		\$57,327.22

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Line	Qty	Description	Unit Price	Ext. Price
36		Surveillance Cameras		
37	1	Advidia A-300 - Outdoor 2 MP PTZ Camera, 30x Optical Zoom 4.3-129mm, H.265, H.264, MJPEG, 24volt/PoE Plus, Built in Smart IR, WDR, Progressive Scan CMOS, IP66. No camera license required with Video Insight 7.0 or higher VMS software.	\$1,248.93	\$1,248.93
38	1	Advidia A-200-WM - Wall mount for A-300 speed dome camera.	\$38.37	\$38.37
39	14	Panasonic WV-S2550L - Vandal i-PRO Extreme 5 megapixel H.265 dome camera with 120 dB super dynamic and color night vision. 2.9-9 mm varifocal lens.	\$938.84	\$13,143.76
40	10	Panasonic PWM485S - Outdoor wall mount and shroud for Panasonic vandal dome cameras.	\$92.39	\$923.90
41	38	Advidia E-37-FSW - Vandal 3MP Dome with Ultra Wide, 1.85mm lens, IP67, IK10. No camera license required with Video Insight 6.2.13 or higher VMS software. H.265 compression, POE powered camera.	\$426.75	\$16,216.50
42	20	Advidia E-46-V - Vandal 4MP Dome with IR. Motorized lens 2.7mm-13.5mm, H.265, IP67, IK10 No camera license required with Video Insight 7.5.1 or higher VMS software.	\$324.96	\$6,499.20
43	17	Hikvision DS-2CD6W32FWD-IVSD - Vandal corner mount 3MP detention camera with 135 degree horizontal and 98 degree vertical field of view.	\$890.99	\$15,146.83
44	5	Panasonic WV-X4571L - Vandal i-PRO Extreme 9MP 360 outdoor IK10 vandal resistant camera, H.265 compression W/IR.	\$1,216.04	\$6,080.20
45	2	Panasonic WV-X4171 - i-PRO Extreme 9 MP 360 camera with built in audio. .02 lux color low light, 30 frames per second real time streaming, H.265 compression. POE or 12 VDC powered camera.	\$1,063.35	\$2,126.70
46	5	Panasonic MIC-LR-1 - microphone 20' 3.5 direct power from camera cable included.	\$231.00	\$1,155.00
47	1	Miscellaneous installation materials.	\$589.60	\$589.60
48	1	Security Labor: PHD to configure and install 97 surveillance cameras.	\$25,220.00	\$25,220.00
49		SubTotal		\$88,388.99
50		Running SubTotal		\$145,716.21
51		Video Insight License		
52	2	Video Insight Enterprise Server License.	\$1,500.00	\$3,000.00
53	17	Camera license for VI Server. Includes unlimited updates for all software upgrades and major releases.	\$155.82	\$2,648.94
54		SubTotal		\$5,648.94
55		Running SubTotal		\$151,365.15

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Line	Qty	Description	Unit Price	Ext. Price
56		Disclaimer		
57		Two 110VAC receptacles will be needed in new server room and one in barn for one 8 port POE switch. Proposal assumes there is enough space in currently installed conduit to accommodate new CAT6 cable for gate camera. Initial end user training is included in this proposal.		
58		Advanced Service Level Agreement Options		
59		The following options are provided by PHD Communications, LLC Service Level Agreement start date begins at the end of the manufactures limited warranty. Service Level Agreement coverage is equal to coverage of manufactures limited warranty.		
60		Optional System Warranty & Support Service		
61	0	Comprehensive Hardware & Labor Only Warranty Billed monthly beginning on month 13. Does not include damage due to physical abuse or acts of nature. Includes Advanced Replacement. All hardware on this proposal is included in warranty.	\$1,266.67	\$0.00
			SubTotal	\$151,365.15
			Tax	\$0.00
			Shipping	\$75.00
Signature of Acceptance: _____			Total	\$151,440.15
			Deposit Required	\$75,720.08

Please contact me if I can be of further assistance.

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Line	Qty	Description	Unit Price	Ext. Price
56		Disclaimer		
57		Two 110VAC receptacles will be needed in new server room and one in barn for one 8 port POE switch. Proposal assumes there is enough space in currently installed conduit to accommodate new CAT6 cable for gate camera. Initial end user training is included in this proposal.		
58		Optional System Warranty & Support Service		
59	0	Comprehensive Hardware & Labor Only Warranty Billed monthly beginning on month 13. Does not include damage due to physical abuse or acts of nature. Includes Advanced Replacement. All hardware on this proposal is included in warranty.	\$1,266.67	\$0.00

SubTotal	\$151,365.15
Tax	\$0.00
Shipping	\$75.00
Total	\$151,440.15
Deposit Required	\$75,720.08

Signature of Acceptance: _____

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Jack County Jail
Surveillance
PHD Communications LLC

RECEIVED

AUG 21 2010

JACK COUNTY AUDITOR

1:18 pm

KMD

RECEIVED

AUG 24 2020

JACK COUNTY AUDITOR

9:09 AM

**Proposal for
County of Jack Law
Enforcement
Video Surveillance
System Replacement**

FILED FOR RECORD

_____ O'CLOCK _____ M

AUG 24 2020

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY



Date Issued: 08/24/2020

Houston Office
PO Box 691165
Houston, TX 77269-1165
Ph: 281.583.1000
Fax: 281.583.0524

www.qctv.com

Dallas Office
605 S. Sherman, Ste 705-G
Richardson, TX 75081
Ph: 469.467.9500
Fax: 469.467.1453

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August 23, 2020

Jack County Auditor
100 N Main St., Ste. 202
Jacksboro, TX 76458

Re: County of Jack. Video Surveillance System

QCTV Corp is pleased to present you with the following proposal for the Video Surveillance Replacement for the County of Jack Law Enforcement Center. Following the specifications document, we feel the accompanying quotation meets the needs as interpreted.

If you would like to discuss further the contents, prices, or products selected, we would be happy to arrange a meeting. Please feel free to contact Al Vosper (avosper@qctv.com) or myself Ernesto Pena (epena@qctv.com) at our Dallas office at 469.467.9500. The QCTV team stands ready to meet the needs of County of Jack and to exceed the expectations. We look forward to meeting you on this project.

Best regards,

Ernesto Pena
Estimator
epena@qctv.com

Company Information

QC TV Corp. is a subchapter S corporation formed in Texas in August of 1986. Neither ownership nor general management has changed since the time of incorporation. All the stock is owned by Wanda Palmer, and QC TV is certified in Texas as a HUB business (Historically Underutilized Business). The corporate office for QC TV is at 7038 Belgold Street in NW Houston, and a second office serving DFW is in Richardson, TX and has been in place since 2002.

The company prides itself in its design and engineering capabilities in a variety of audio video disciplines. QC TV is the largest DIRECTV dealer in Texas and serves commercial, healthcare, lodging and institutional properties, and oil fields (including land, vessel, and platform installations). The company is an approved dealer or custom integrator for many high-quality manufacturers of AV components including LG, Samsung, Aurora, AMX, Wilson Pro, Extron, Peerless, Cambridge, Atlas Sound, and many others.

The extensive engineering and installation capabilities have led the company to create and maintain a very high-profile customer list where we serve the TV, A/V, and Security needs of our clients. Additionally, we are a State of Texas licensed Private Security Contractor providing UL monitoring station services, video monitoring and access control.

In the ISD and government markets, we design, install, and maintain hi-tech public address systems manufactured by Three-Sixty. With the recent security needs of the school market, these systems have become intense and the need for up-time is critical. We also offer passive DAS cellular phone booster systems, digital signage, background music sound, and system surveillance systems.

The goal of QC TV has never been to be the largest company of our type. We instead consider ourselves to be a boutique type company; offering white glove treatment to our customers. We pride ourselves in the fact that our phones are answered by real people in a local office; our employees are customer focused. All QC TV technicians have earned certifications in the disciplines we serve. We staff our own service vehicles and do not use sub-contractors.

More than anything, QC TV is comprised of people who care and have a genuine interest in making customers feel special.

Client List

Over the years QCTV has built a very large client list. We have created solutions for Fortune 100 and 500 companies. Some of our clients include:



QC TV Staff

QC TV has 23 full time employees. The breakdown of employees is:

- 2 senior managers (one of which is engineering manager)
- 2 directors (engineering and sales)
- 3 project managers
- 4 salespeople
- 2 accountants
- 2 customer service representatives
- 1 inventory management & purchasing
- 7 field service technicians (includes apprentice helpers)
- 1 Estimator

The technician staff works in both Houston and Dallas as needed to meet the needs of projects. Locally full time assigned DFW employee base is comprised of 3 techs and 3 salespeople. We send our tech teams back and forth to/from Houston as needed on a per project basis.

Scope of Work

General System Description

QCTV will provision, install, set up, and configure a new Video Surveillance System consisting of ninety-seven (97) IP cameras, one (1) Network Video Recorder with all required accessories and interconnecting cabling necessary to deliver a complete functioning system, in accordance with system manufacturer's specifications. Additionally, QCTV will disconnect and remove the existing Video Surveillance system including cameras, cabling, servers, and associated hardware and/or accessories.

Pricing

Product / Service / Cost	Price
Equipment	\$71,071.00
Labor and Installation	\$25,127.00
Lodging	\$5,625.00
Freight and Misc.	\$850.00
Project Management	\$3,256.00
System Programming	\$2,280.00
Engineering and Drawings	\$3,230.00
Total	\$111,439.00

Warranty

QCTV will pass through all warranties offered by the manufacturers of the goods provided during the first year after date of substantial completion. All design and installation services provided are guaranteed to be of industry standard quality. All labor services and materials provided by QCTV are warranted for one (1) year from the date of substantial completion of the project. For more information, please refer to Service Warranty and Support Agreement attached and made a part hereof.

Applicable Law

This Sales Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Texas and subject to the exclusive jurisdiction of the federal and state courts located in Texas.

Pricing Guarantee

This pricing is guaranteed for thirty (30) days from date of this proposal. Any time thereafter, pricing is subject to adjustment as determined by QC TV Corp.

Installation Deployment Schedule

QCTV projects this work can be completed in five (5) to six (6) weeks.

Payment Terms

30% Due with Order

30% Due upon approval of final design and release to order custom equipment

15% Due upon substantial delivery of equipment on-site

15% Due upon substantial completion of project

10% Balance due at final walkthrough and acceptance sign off

Vivotek Project References

- 1 - Texas Department of Criminal Justice. More than 4000 Vivotek cameras.
- 2 – City of Corpus Christi.
- 3 – New Orleans Police Department.

Proposal Acceptance

IN WITNESS WHEREOF, each of the Parties has executed this **Proposal/Contract**, both Parties by its duly authorized officer, as of the day and year set forth below.

QCTV

Signed By:
QCTV – Tom Palmer, VP



Date: **8/21/2020**

County of Jack

Signed By:
Jack of County - Client: First & Last Name

Date:

Manufacturer	Quantity	Model Number	Description	Unit Price	Material Sell	Labor Sell
RACK ENCLOSURE						
M. Atlantic	1	EWR-12-17	EWR SERIES RACK, EWR-16-17	\$ 418.60	\$ 418.60	\$ 560.00
M. Atlantic	1	LVFD-12	VENTED FRONT DOOR, 12 RU RACKS, 64% OPEN	\$ 213.33	\$ 213.33	\$ 28.00
M. Atlantic	1	UPS-S1000R	SELECT SERIES UPS BACKUP POWER, 1RU, 1000VA	\$ 599.15	\$ 599.15	\$ 70.00
M. Atlantic	1	PD-815SC-NS	SLIM POWER STRIP, 8 OUTLET, 15A	\$ 69.58	\$ 69.58	\$ 21.00
Vivotek	1	NVRQNP2000	BCI 4u 470tb dual xeon 64gb recorder server 2019/w5 for 4 vast II	\$ 22,954.00	\$ 22,954.00	\$ 105.00
Vivotek	66	SFVN000V	Vivotek Vast CMS Camera License. First 32 are included	\$ 44.85	\$ 2,960.10	\$ -
Vivotek	3	NS24JTP01	TP-Link 24 GIG 4SFP Smart W/ PoE+ 192W	\$ 238.91	\$ 716.74	\$ 84.00
Vivotek	1	NS48JTP01	TP-Link Jetstream 48G+4SFP MNG PoE+384W	\$ 482.71	\$ 482.71	\$ 28.00
Ortronix	4	SP624	24 port patch panels	\$ 137.30	\$ 549.19	\$ 1,120.00
Ortronix	97	TJ600-88	Jacks	\$ 10.35	\$ 1,003.95	\$ 1,697.50
Monoprice	180	9806	Cat6 Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, UTP, Pure Bare Cop	\$ 2.30	\$ 414.00	\$ 1,512.00
CAMERAS						
Vivotek	38	FD9380-H	WFD - VANDAL DOME. 5MP, H.265, 3.6mm, 30M IR, SNV, WDR Pro	\$ 166.60	\$ 6,330.82	\$ 1,197.00
Vivotek	21	FD9380-H	FD - VANDAL DOME. 5MP, H.265, 3.6mm, 30M IR, SNV, WDR Pro	\$ 166.60	\$ 3,498.61	\$ 661.50
Vivotek	14	FD9388-HTV	MD - MOTORIZED DOME. 5MP, H.265, 2.8~12 mm, 30M IR, SNV, WDR Pro	\$ 246.10	\$ 3,445.40	\$ 441.00
Vivotek	5	FE9391-EV	12-Megapixel 360° panomorph network camera.	\$ 1,025.80	\$ 5,129.00	\$ 157.50
Vivotek	2	FE9191	12-Megapixel 360° panomorph network camera.	\$ 802.19	\$ 1,604.39	\$ 63.00
Vivotek	18	CD8371-HNVF2	CV - 3MP, 2.8mm, 10M IR, WDR Pro, SNV, IK10+	\$ 587.65	\$ 10,577.70	\$ 567.00
Vivotek	1	SD9374-EHL	PTZ. 4MP 30fps, H.265, 36x, 250M IR, -40°C ~ 55°C	\$ 2,559.21	\$ 2,559.21	\$ 105.00
ACCESSORIES						
Vivotek	6	AM-21A	L-shape bracket for outdoor FD9388-HTV	\$ 42.26	\$ 253.58	\$ 42.00
Vivotek	8	AM-51D	Adaptor Plate for 4" electrical octagon box & single gang box. FD9388-HTV	\$ 29.90	\$ 239.20	\$ 56.00
Vivotek	2	AM-51A	Adapting Plate for 4" Electrical Box & Single Gang Box for FE9191	\$ 31.05	\$ 62.10	\$ 14.00
Vivotek	5	AM-514	Adapting Plate for 4" Electrical Box & Single Gang Box for FE9391-EV	\$ 31.05	\$ 155.25	\$ 35.00
Vivotek	59	AM-51G	Adapting Plate for 3.5" Electrical Octagon Box & Single Gang Box	\$ 31.05	\$ 1,831.95	\$ 413.00
Vivotek	1	NWACE01K	Engenius OD 5GHz AP 867AC KIT of 2. Wireless Bridge	\$ 275.99	\$ 275.99	\$ 84.00
CABLING						
West Penn	13000	254246BL1000	4P 23G SLD CAT 6 PLENUM.	\$ 0.31	\$ 4,036.50	\$ 7,280.00
OTHERS						
QCTV	25		Wall Penetrations	\$ 11.50	\$ 287.50	\$ 2,625.00
QCTV	1		Existing System Demolition.	\$ 287.50	\$ 287.50	\$ 4,480.00
QCTV	1		Initial Survey and Discovery Plan	\$ -	\$ -	\$ 1,320.00
QCTV	1		Background Check. Send Identifications to Jack County	\$ -	\$ -	\$ 190.00
QCTV	1	QCTV	Training	\$ -	\$ -	\$ 760.00
QCTV	1	QCTV	Lodging	\$ -	\$ -	\$ 5,625.00
QCTV	1	QCTV	Freight & Misc.	\$ -	\$ -	\$ 850.00
QCTV	1	QCTV	Project Management	\$ -	\$ -	\$ 3,256.59
QCTV	1	QCTV	System Design	\$ 115.00	\$ 115.00	\$ 1,520.00

QCTV	1	QCTV	System Programming.	\$ -	\$ -	\$ 2,280.00
QCTV	1	QCTV	Engineering and Drawing	\$ -	\$ -	\$ 4,033.00
[REDACTED]						

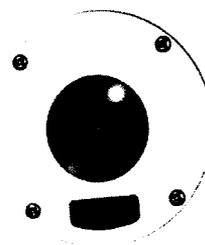


CD8371-HNTV



CD8371-HNVF2

Corner Dome Network Camera



3MP · WDR Pro · SNV · 940nm IR · IK10+ · IP67 ·
Anti-Ligature · Anti-Grip

VIVOTEK's CD8371-HNVF2/HNTV is a vandal-proof network camera specifically designed for prisons and correctional facilities. With up to 20 fps at 3-Megapixel resolution, 940nm IR illuminators, two-way audio, and available in either fixed lens (-HNVF2) or vari-focal (-HNTV), the CD8371-HNVF2/HNTV is the most feature rich prison cell surveillance camera available today. The CD8371-HNVF2/HNTV has an anti-ligature design to limit the possibilities of self inflicted harm or suicide, a required feature for environments like prisons, holding cells, psychiatric wards, mental hospitals, and correctional institutions.

Along with having an anti-ligature design, the CD8371-HNVF2/HNTV is designed to cover a wide area. Designed to be installed in the upper corner of a cell, the CD8371-HNVF2/HNTV has both a wide angle horizontal FOV (up to 108°) and

vertical FOV (up to 79°) enabling full coverage of a rectangular cell. Both models lenses also have a 15° vertical tilt to enable vertical view adjustments where needed. WDR Pro is included enabling better image quality where variable lighting is a concern as well as SNV technology to produce high-quality full-color surveillance under low-light conditions. These combined features, along with a built-in microphone, enable correctional officers, mental health evaluators, and prison guards to monitor all the activities of those under their supervision.

The CD8371-HNVF2/HNTV also supports the industry-standard H.264 compression technology, reducing file sizes and conserving network bandwidth. It also is ONVIF compliant, enabling integration with any existing Video Management Software or VIVOTEK's own VAST Central Management Software.

Key Features

- 3-Megapixel CMOS Sensor
- 20 fps @ 2048x1536
- Anti-Ligature Design, Corner Dome Correctional Facility Camera
- Weather-proof IP67 rated and Vandal-proof IK10+ rated Housing
- Up to 108° Horizontal Field of View, Up to 79° Vertical Field of View
- 15° Tilt Lens
- Built-in Invisible 940nm IR Illuminators up to 10 Meters
- WDR Pro (100dB) for Improved Visibility in High Contrast Lighting Environments
- SNV (Supreme Night Visibility)
- Smart Stream II to Optimize Bandwidth Efficiency
- 3D Noise Reduction for Low-light Conditions
- Shock Detection - Advanced Tamper Detection if Camera is Attacked
- Trend Micro IoT Security within Standard Warranty Period



The Anti-Ligature, Robust Design, Corner Dome Correctional Facility Camera

Technical Specifications

Model	CD8371-HNTV: Vari-focal, Remote Focus CD8371-HNVF2: Fixed-focal		Adjustable image size, quality and bit rate; Time stamp, text overlay, flip & mirror; Configurable brightness, contrast, saturation, sharpness, white balance, exposure control, gain, backlight compensation, privacy masks; Scheduled profile settings, 3D noise reduction, video rotation
System Information		Image Settings	
CPU	Multimedia SoC (System-on-Chip)	Audio	
Flash	128MB	Audio Capability	Two-way audio
RAM	256MB	Compression	G.711, G.726
Camera Features		Interface	Built-in microphone External microphone input External line output
Image Sensor	1/2.8" Progressive CMOS	Effective Range	5 Meters
Maximum Resolution	2048x1536 (3MP)	Network	
Lens Type	CD8371-HNTV: Vari-focal, Remote Focus CD8371-HNVF2: Fixed-focal	Users	Live viewing for up to 10 clients
Focal Length	CD8371-HNTV: f= 2.8 ~ 8 mm CD8371-HNVF2: f= 2.8 mm	Protocols	IPv4, IPv6, TCP/IP, HTTP, HTTPS, UPnP, RTSP/RTP/RTCP, IGMP, SMTP, FTP, DHCP, NTP, DNS, DDNS, PPPoE, CoS, QoS, SNMP, 802.1X, ARP, SSL, TLS, CIFS/SMB
Aperture	CD8371-HNTV: F1.6 CD8371-HNVF2: F1.8	Interface	10Base-T/100 BaseTX Ethernet (RJ-45) *It is highly recommended to use standard Cat. 5e & Cat. 6 cables which are compliant with the 3P/ETL standard.
Field of View	CD8371-HNTV: 51°~105° (Horizontal) 37°~72° (Vertical) 63°~140° (Diagonal) CD8371-HNVF2: 108° (Horizontal) 79° (Vertical) 137° (Diagonal)	ONVIF	Supported, specification available at www.onvif.org
Shutter Time	1/5 sec. to 1/32,000 sec.	Intelligent Video	
WDR Technology	WDR Pro	Video Motion Detection	Five-window video motion detection
Day/Night	Removable IR-cut filter for day & night function	Alarm and Event	
Minimum Illumination	CD8371-HNTV: 0.01 Lux @ F1.6 (Color) < 0.01 Lux @ F1.6 (B/W) 0 Lux with IR illumination on CD8371-HNVF2: 0.01 Lux @ F1.8 (Color) < 0.01 Lux @ F1.8 (B/W) 0 Lux with IR illumination on	Alarm Triggers	Motion detection, manual trigger, digital input, periodical trigger, system boot, recording notification, camera tampering detection, audio detection, shock detection, MicroSD card life expectancy
Tilt Range	15°	Alarm Events	Event notification using HTTP, SMTP, FTP, NAS server and MicroSD Card File upload via HTTP, SMTP, FTP, NAS server and MicroSD card
Pan/Tilt/Zoom Functionalities	ePTZ: 48x digital zoom (4x on IE plug-in, 12x built in)	General	
IR Illuminators	Built-in 940nm IR illuminators, effective up to 10 meters with Smart IR	Smart Focus System	Remote Focus (CD8371-HNTV)
On-board Storage	Slot type: MicroSD/SDHC/SDXC card slot Seamless Recording	Connectors	RJ-45 cable connector for Network/PoE connection Audio input Audio output (Optional) DC 12V power input (Optional) AC 24V power input (Optional) Digital input*1 (Optional) Digital output*1 (Optional)
Video		LED Indicator	System power and status indicator
Compression	H.264 & MJPEG	Power Input	DC 12V AC 24V IEEE 802.3af PoE Class 2
Maximum Frame Rate	20 fps @ 2048x1536	Power Consumption	Max. 6.2 W
Maximum Streams	3 simultaneous streams	Dimensions	226 x 221 x 112 mm
S/N Ratio	55dB		
Dynamic Range	100dB		
Video Streaming	Adjustable resolution, quality and constant bit rate control; Smart Stream II		

Technical Specifications

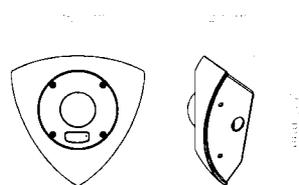
Weight	CD8371-HNTV: 1537 g CD8371-HNVF2: 1522 g
Casing	Weather-proof IP67 rated housing Vandal-proof IK10+ rated metal housing
Safety Certifications	CE, LVD, FCC Class A, VCCI, C-Tick, UL
Operating Temperature	Starting Temperature: -10°C ~ 55°C (14°F ~ 131°F) Working Temperature: -10°C ~ 55°C (14°F ~ 131°F)
Warranty	36 months
System Requirements	
Operating System	Microsoft Windows 8/7
Web Browser	Internet Explorer 10/11 Chrome version 58.0.3029 or above
Other Players	VLC: 1.1.11 or above Quicktime: 7 or above

Included Accessories

Others

Quick installation guide, warranty card, alignment sticker, desiccant bag, screw driver, screws pack, I/O cable, mounting bracket

Dimensions



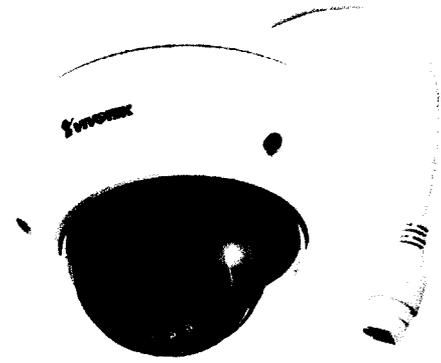
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FD9380-H

Fixed Dome Network Camera



5MP • SNV • WDR Pro • Smart IR • 30M IR •
Smart Stream III • IP66

VIVOTEK's FD9380-H is a H.265 outdoor dome network camera equipped with a 5-Megapixel sensor, enabling resolution of 2560x1920 at 20 fps. Featuring VIVOTEK SNV and WDR Pro technology, the FD9380-H is capable of capturing high-quality imagery in both high contrast and low light environments.

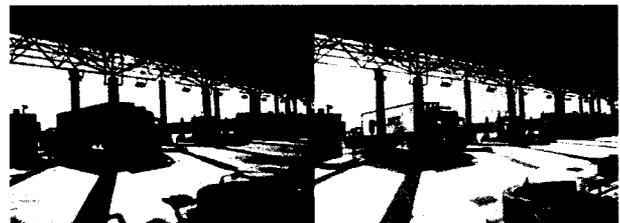
The FD9380-H deploys a 2.8mm/3.6mm lens and is equipped with IR illuminators with a 30-meter effective range for better night visibility. Further, to provide reliable coverage in harsh outdoor environments, the FD9380-H is encased in IP66 and IK10 housing.

By employing VIVOTEK's Smart Stream III technology and H.265 codec support, the FD9380-H is able to reduce bandwidth usage by up to 90%* while maintaining supreme image quality. Additionally, the VADP (VIVOTEK Application Development Platform) allows users to customize applications for the ever-expanding number of user scenarios in a diversifying surveillance market.

* Depending on scenes

Key Features

- H.265 Compression Technology
- 20 fps @ 2560x1920 (WDR Pro on)
- SNV (Supreme Night Visibility) for Low Light Conditions
- WDR Pro for Unparalleled Visibility in Extremely Bright and Dark Environments
- Smart Stream III to Optimize Bandwidth Efficiency
- Built-in IR Illuminators, Effective up to 30 Meters
- Trend Micro IoT Security
- Weather-proof IP66-rated and Vandal-proof IK10-rated Housing
- Built-in MicroSD/SDHC/SDXC Card Slot for On-board Storage



Without WDR Pro

With WDR Pro



H.265 + Smart Stream III, Ultra-low Bandwidth

Technical Specifications

Model	FD9380-H (2.8mm) FD9380-H (3.6mm)	Video Streaming	Adjustable resolution, quality and bitrate, Smart Stream III
System Information			Time stamp, text overlay, flip & mirror, Configurable brightness, contrast, saturation, sharpness, white balance, exposure control, gain, backlight compensation, privacy masks; Scheduled profile settings, HLC, defog, 3DNR; video rotation
CPU	Multimedia SoC (System-on-Chip)	Image Settings	
Flash	128MB		
RAM	512MB	Network	
Camera Features		Users	Live viewing for up to 10 clients
Image Sensor	1/2.7" Progressive CMOS		
Max. Resolution	2560x1920 (5MP)	Protocols	802.1X, ARP, CIFS/SMB, CoS, DDNS, DHCP, DNS, FTP, HTTP, HTTPS, ICMP, IGMP, IPv4, IPv6, NTP, PPPoE, QoS, RTP/RTCP, SMTP, SNMP, SSL, TCP/IP, TLS, UDP, UPnP
Lens Type	Fixed-focal		
Focal Length	FD9380-H(2.8mm): f = 2.8 mm FD9380-H(3.6mm): f = 3.6 mm	Interface	10 Base-T/100 Base-TX Ethernet (RJ-45) *It is highly recommended to use standard CAT5e & CAT6 cables which are compliant with the 3P/ETL standard.
Aperture	F2.0	ONVIF	Supported, specification available at www.onvif.org
Iris type	Fixed-iris	Intelligent Video	
Field of View	FD9380-H(2.8mm): 103° (Horizontal) 76° (Vertical) 134° (Diagonal) FD9380-H(3.6mm): 76° (Horizontal) 59° (Vertical) 100° (Diagonal)	Video Motion Detection	Five-window video motion detection
Shutter Time	1/5 sec. to 1/32,000 sec.	VADP Package	Trend Micro IoT Security, Stratocast
WDR Technology	WDR Pro	Alarm and Event	
Day/Night	Yes		Motion detection, periodical trigger, system boot, recording notification, camera tampering detection, manual trigger, SD card life expectancy, cybersecurity events (brute force attack event, cyberattack event, quarantine event)
Removable IR-cut filter	Yes	Alarm Triggers	
IR Illuminators	Built-in IR Illuminators up to 30 meters with Smart IR, IR LED*2		Event notification via email, HTTP, FTP, NAS server, SD card File upload via email, HTTP, FTP, NAS server, SD card
Minimum Illumination	0.03 lux @ F2.0 (Color) <0.005 lux @ F2.0 (B/W) 0 Lux with IR illumination on	Alarm Events	
Pan Range	350°	General	
Tilt Range	75°	Connectors	RJ-45 cable connector for Network 10/100 Mbps PoE connection*1
Rotation Range	350°	LED Indicator	System power and status indicator
Pan/Tilt/Zoom Functionalities	ePTZ: 48x digital zoom (4x on IE plug-in, 12x built-in)	Power Input	IEEE 802.3af PoE Class 2
On-board Storage	Slot type: MicroSD/SDHC/SDXC card slot Seamless Recording	Power Consumption	Max. 6.49 W (IR on) Max. 3.69 W (IR off)
Video		Dimensions	Ø 117.2 x 89.6 mm
Compression	H.265, H.264, MJPEG	Weight	540 g
Maximum Frame Rate	20 fps @ 2560x1920	Casing	IP66, IK10(Housing)
Maximum Streams	3 simultaneous streams	Safety Certifications	CE, FCC Class B, UL, LVD, VCCI, C-Tick
S/N Ratio	FD9380-H(2.8mm): 65dB FD9380-H(3.6mm): 67dB	Operating Temperature	Starting Temperature: -10°C ~ 60°C (14°F ~ 140°F) Working Temperature: -30°C ~ 60°C (-22°F ~ 140°F)
Dynamic Range	120 dB	Humidity	90%
		Warranty	24 months

Technical Specifications

System Requirements

Operating System Microsoft Windows 8/7
Mac 10.12 (Chrome only)

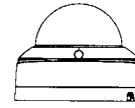
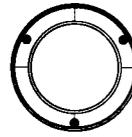
Web Browser Chrome 58.0 or above
Internet Explorer 10/11

Other Players VLC: 1.1.11 or above
QuickTime: 7 or above

Included Accessories

Others Quick installation guide, alignment sticker,
screw pack, cable gland

Dimensions



Unit: mm (1/16")

Compatible Accessories

Mounting Kits



AM-21A (V02)
L-shape Bracket

AM-51G
Adapting Plate



AM-52E
Mounting Adapter



AM-71B
Outdoor Conduit Box



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FD9388-HTV

Fixed Dome Network Camera

5MP • SNV • WDR Pro • Smart IR • 30M IR • Smart Stream III • IP66 • IK10

- H.265 Compression Technology
- 20 fps @ 2560x1920 (WDR Pro on)
- 2.8~12 mm, Remote Focus
- SNV (Supreme Night Visibility) for Low Light Conditions
- WDR Pro for Unparalleled Visibility in Extremely Bright and Dark Environments
- Smart Stream III to Optimize Bandwidth Efficiency
- Built-in IR Illuminators, Effective up to 30 Meters
- Trend Micro IoT Security
- Weather-proof IP66-rated and Vandal-proof IK10-rated Housing
- Built-in MicroSD/SDHC/SDXC Card Slot for On-board Storage
- Built-in Microphone



Technical Specifications

System Information

Model	FD9388-H TV
CPU	Multimedia SoC (System-on-Chip)
Flash	128MB
RAM	512MB

Camera Features

Image Sensor	1/2.7" Progressive CMOS
Max. Resolution	2560x1920 (5MP)
Lens Type	Motorized Vari-focal, Remote Focus
Focal Length	f = 2.8 ~ 12 mm
Aperture	F1.4 ~ F2.8
Auto-iris	Fixed-iris
Field of View	30°~90° (Horizontal) 23°~65° (Vertical) 38°~115° (Diagonal)
Shutter Time	1/5 sec. to 1/32,000 sec.
WDR Technology	WDR Pro
Day/Night	Yes
Removable IR-cut Filter	Yes
IR Illuminators	Built-in IR Illuminators up to 30 meters with Smart IR, IR LED*2
Minimum Illumination	0.035 lux @ F1.4 (Color) <0.005 lux @ F1.4 (B/W) 0 Lux with IR illumination on
Pan Range	353°
Tilt Range	75°
Rotation Range	350
Pan/Tilt/Zoom Functionalities	ePTZ, 48x digital zoom (4x on IE plug-in, 12x built-in)
On-board Storage	Slot Type: MicroSD/SDHC/SDXC card slot Seamless Recording

Video

Video Compression	H.265, H.264, MJPEG
Maximum Frame Rate	20 fps @ 2560x1920
Maximum Streams	3 simultaneous streams
S/N Ratio	61 dB
Dynamic Range	120 dB
Video Streaming	Adjustable resolution, quality and bitrate, Smart Stream III
Image Settings	Time stamp, text overlay, flip & mirror, Configurable brightness, contrast, saturation, sharpness, white balance, exposure control, gain, backlight compensation, privacy masks, Scheduled profile settings, HLC, defog, 3DNR, video rotation

Audio

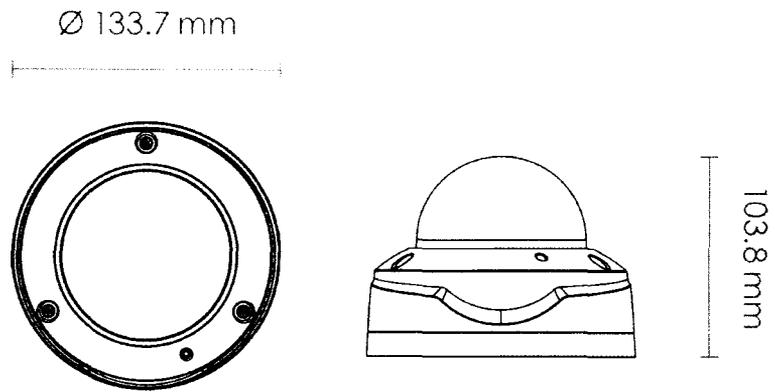
Audio Capability	One-way Audio
Audio Compression	G.711, G.726
Audio Interface	Built-in microphone
Effective Range	5 meters

Network

Users	Live viewing for up to 10 clients
Protocols	802.1X, ARP, CIFS/SMB, CoS, DDNS, DHCP, DNS, FTP, HTTP, HTTPS, ICMP, IGMP, IPv4, IPv6, NTP, PPPoE, QoS, RTSP/RTP/RTCP, SMTP, SNMP, SSL, TCP/IP, TLS, UDP, UPnP
Interface	10 Base-T/100 Base-TX Ethernet (RJ-45) *It is highly recommended to use standard CAT5e & CAT6 cables which are compliant with the 3P ETL standard.

ONVIF	Supported, specification available at www.onvif.org
Solution Integration	
Video Motion Detection	Five-window video motion detection
VADP Package	Trend Micro IoT Security, Stratocast
Alarm and Event	
Alarm Triggers	Motion detection, periodical trigger, system boot, recording notification, camera tampering detection, manual trigger, audio detection, SD card life expectancy, cybersecurity events (brute force attack event, cyberattack event, quarantine event)
Alarm Events	Event notification via email, HTTP, FTP, NAS server, SD card File upload via email, HTTP, FTP, NAS server, SD card
General	
Connectors	RJ-45 cable connector for 10/100Mbps Network/PoE connection
LED Indicator	System power and status indicator
Power Input	IEEE 802.3af PoE Class 0
Power Consumption	Max. 12.95 W (IR on) Max. 9 W (IR off)
Dimensions	ø 133.7 x 103.8 mm
Weight	819 g
Casing	IP66, IK10
Safety Certifications	CE, FCC Class B, UL, LVD, VCCI, C-Tick
Operating Temperature	Starting Temperature: -10°C ~ 60°C (14°F ~ 140°F) Working Temperature: -30°C ~ 60°C (-22°F ~ 140°F)
Humidity	90%
Warranty	24 months
System Requirements	
Operating System	Microsoft Windows 8/7 Mac 10.12 (Chrome only)
Web Browser	Chrome 58.0 or above Internet Explorer 10/11
Other Players	VLC: 1.1.11 or above
Included Accessories	
Others	Quick installation guide, alignment sticker, screw pack, cable gland

Dimensions



Compatible Accessories

Mounting Kits



AM-21A (V02)
L-shape Bracket

Mounting Kits



AM-528
Mounting Adapter

Mounting Kits



AM-51D
Adapting Plate

Mounting Kits

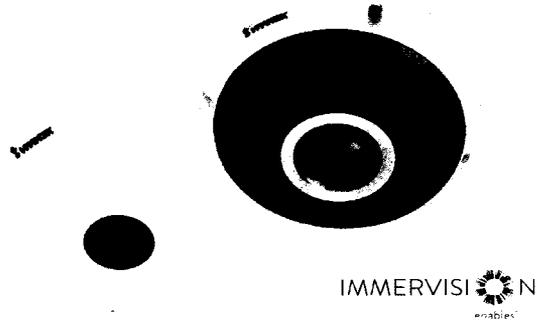


AM-71B
Outdoor Conduit Box (IP66)



S series FE9191 S series FE9391-EV

Fisheye Network Camera



IMMERVISI  N
enables

H.265 • 12MP • 360° Panomorph View • WDR Pro • PPTZ •
360° 20M IR • Smart IR II • Smart Stream III • IP66 • IK10 • EN50155

VIVOTEK's FE9191 and FE9391-EV are the next generation of market-leading 12-Megapixel 360° panomorph network cameras, both featuring a detailed 12-Megapixel CMOS sensor which guarantees superb image quality. Utilizing the latest in panomorph lens technology for 180° panoramic view (wall mount) or 360° surround view (ceiling/wall mount) with zero blind spots, these cameras are able to provide comprehensive coverage of open areas such as airports, shopping malls, parking lots, retail stores, offices and more.

The FE9191 and FE9391-EV (IP66, IK10 rated) are the successors to FE8191 and FE8391-V in the VIVOTEK 360° surround view family. Both new models are equipped with a removable IR-cut filter and WDR Pro technology, allowing the cameras to maintain optimal image quality around the clock for unparalleled visibility under high-contrast lighting environments. 3D Noise Reduction technology enables the cameras to capture clear, polished video under low-light conditions. The FE9191 and FE9391-EV's

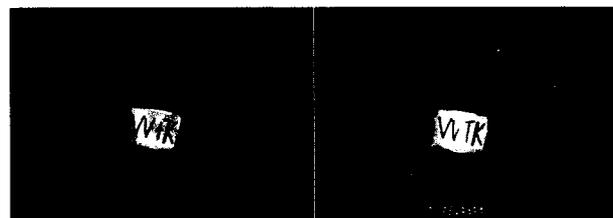
use of the latest in panomorph lens technology has led to much improved image quality with a huge drop in edge distortion. The FE9391-EV is also updated with the latest in IR illumination. VIVOTEK's Smart IR II technology with Adaptive IR. Adaptive IR enables the FE9391-EV's IR illuminators to adjust to the scene together or individually to provide the best possible IR image, reducing glaring hotspots and/or underexposed dark spots.

The FE9191 and FE9391-EV also now include a new wave of advanced Video Content Analyses (VCA) - Smart 360 VCA, including intrusion detection, crowd detection, and loitering detection. These features are the next steps in elevating surveillance cameras from image capturing devices to advanced notification instruments, allowing users to see more in smarter ways.

Key Features

- 12-Megapixel CMOS Sensor
- Real-time H.265, H.264 and MJPEG Compression (Triple Codec)
- 30 fps @ 2816x2816
- 1.29 mm Panomorph Lens for 180° Panoramic View and 360° Surround View
- Removable IR-cut Filter for Day & Night Function
- 360° 20M IR with Smart IR II (FE9391-EV)
- WDR Pro (120dB) to Provide Extreme Visibility in High Light Contrast Scenes
- Panoramic PTZ Function with Speed Dome Camera for Monitoring Detailed Regional View
- Trend Micro IoT Security within Standard Warranty Period
- Smart Motion Detection to Reduce False Alarms
- Smart 360 VCA (Intrusion Detection, Crowd Detection, Loitering Detection)

- ePTZ for Data Efficiency
- Support Client Side Dewarping
- Pixel Calculator for Image Clarity Measurement
- Vandal-proof IK10-rated and Weather-proof IP66-rated Housing (FE9391-EV)



With Smart IR

With Smart IR II (FE9391-EV)

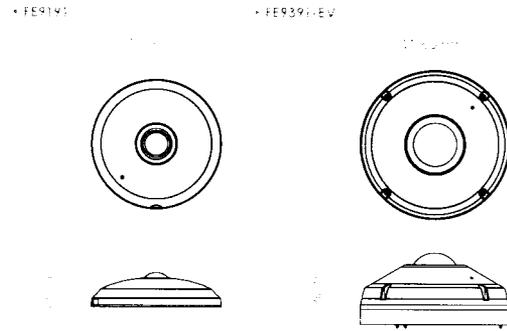
Technical Specifications

Model	FE9191: 12MP 360° Panomorph Camera FE9391-EV: 12MP 360° Panomorph Camera, 360° 20M IR, IP66, IK10, EN50155	Interface	Built-in microphone External microphone input External line output
System Information		Effective Range	5 meters
CPU	Multimedia SoC (System-on-Chip)	Network	
Flash	256MB	Users	Live viewing for up to 10 clients
RAM	1GB	Protocols	IPv4, IPv6, TCP/IP, HTTP, HTTPS, UPnP, RTPSP/ RTP/RTCP, IGMP, SMTP, FTP, DHCP, NTP, DNS, DDNS, PPPoE, CoS, QoS, SNMP, 802.1X, SSL/ TLS, ARP, CIFS/SMB
Camera Features		Interface	10 Base-T/100 Base-TX/1000 Base-T Ethernet (RJ-45) *It is highly recommended to use standard CAT5e & CAT6 cables which are compliant with the 3P/ETL standard.
Image Sensor	1/1.7" Progressive CMOS in 4000x3000	ONVIF	Supported, specification available at www.onvif.org
Maximum Resolution	2816x2816	Intelligent Video	
Lens Type	Fixed-focal	Smart Motion Detection	Five-window video motion detection, people detection, time filter
Focal Length	f = 1.29 mm	Smart 360 VCA	Intrusion detection, crowd detection, loitering detection
Aperture	F2.2	VADP Package	Genetec Package, Trend Micro IoT Security, Smart Motion Detection, Amazon Kinesis Video Streams
Field of View	180° (horizontal) 180° (vertical) 180° (diagonal)	Alarm and Event	
Shutter Time	1/5 sec. to 1/16,000 sec.	Alarm Triggers	Motion detection, manual trigger, digital input, periodical trigger, system boot, recording notification, camera tampering detection, audio detection, MicroSD card life expectancy, cybersecurity events (block brute force attack, block cyber attack, quarantine event)
WDR Technology	WDR Pro	Alarm Events	Event notification using digital output, HTTP, SMTP, FTP, NAS server and MicroSD card File upload via HTTP, SMTP, FTP, NAS server and MicroSD card
Day/Night	Removable IR-cut filter for day & night function	General	
Minimum Illumination	0.18 Lux @ F2.2 (Color) <0.001 Lux @ F2.2 (B/W)	Connectors	RJ-45 cable connector for 10/100/1000Mbps Network/PoE connection Audio input *1 Audio output *1 DC 12V Power input Digital input *1 Digital output *1
Pan/Tilt/Zoom Functionalities	ePTZ: 12x digital zoom (12x on IE plug-in)	LED Indicator	System power and status indicator
IR Illuminators	FE9391-EV: Built-in IR illuminators, effective up to 20 meters with Smart IR II	Power Input	FE9191: DC 12V, PoE 802.3af Class 2 FE9391-EV: DC 12V, PoE 802.3af Class 4
On-board Storage	Slot type: MicroSD/SDHC/SDXC card slot Seamless Recording	Power Consumption	FE9191: Max. 6.49 W FE9391-EV: Max. 25 W
Video		Dimensions	FE9191: Ø 139 x 37 mm FE9391-EV: Ø 160 x 62 mm
Compression	H.265, H.264, MJPEG	Weight	FE9191: 345 g FE9391-EV: 846 g
Maximum Frame Rate	30 fps @ 2816x2816	Casing	FE9391-EV: IP66, IK10
Maximum Streams	4 Simultaneous Streams	Safety Certifications	FE9191: CE, LVD, VCCI, C-Tick, UL, FCC Class B FE9391-EV: CE, LVD, VCCI, C-Tick, UL, FCC Class A, EN50155
S/N Ratio	42.9 dB		
Dynamic Range	120 dB		
Video Streaming	Adjustable resolution, quality and bitrate, configurable video cropping for bandwidth saving, Smart Stream III		
Image Settings	Adjustable image size, quality and bit rate, time stamp, text overlay, flip & mirror scheduled profile settings, configurable brightness/contrast/saturation/sharpness, pixel calculator, 3D-Noise reduction, white balance, exposure control, gain, backlight compensation, privacy masks, defog		
Audio			
Audio Capability	Two-way audio (full duplex)		
Compression	G.711, G.726		

Technical Specifications

Operating Temperature	FE9191: Starting Temperature: 0°C ~ 50°C (32°F ~ 122°F) Working Temperature: -10°C ~ 50°C (14°F ~ 122°F) FE9391-EV: Starting Temperature: -25°C ~ 50°C (-13°F ~ 122°F) Working Temperature: -40°C ~ 50°C (-40°F ~ 122°F)
Humidity	90%
Warranty	36 months
System Requirements	
Operating System	Microsoft Windows 8/7
Web Browser	Internet Explorer 10/11
Other Players	VLC: 1.1.11 or above QuickTime: 7 or above
Included Accessories	
Others	Quick installation guide, warranty card, alignment sticker, desiccant bag, screw driver, screws pack, mounting bracket, I/O cable (Cable not included in North America)

Dimensions



Compatible Accessories

Mounting Kits



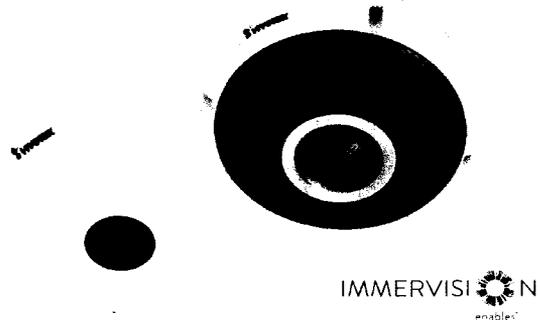
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S series FE9191 S series FE9391-EV

Fisheye Network Camera



H.265 • 12MP • 360° Panomorph View • WDR Pro • PPTZ •
360° 20M IR • Smart IR II • Smart Stream III • IP66 • IK10 • EN50155

VIVOTEK's FE9191 and FE9391-EV are the next generation of market-leading 12-Megapixel 360° panomorph network cameras, both featuring a detailed 12-Megapixel CMOS sensor which guarantees superb image quality. Utilizing the latest in panomorph lens technology for 180° panoramic view (wall mount) or 360° surround view (ceiling/wall mount) with zero blind spots, these cameras are able to provide comprehensive coverage of open areas such as airports, shopping malls, parking lots, retail stores, offices and more.

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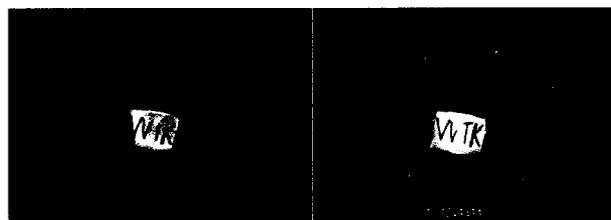
use of the latest in panomorph lens technology has led to much improved image quality with a huge drop in edge distortion. The FE9391-EV is also updated with the latest in IR illumination, VIVOTEK's Smart IR II technology with Adaptive IR. Adaptive IR enables the FE9391-EV's IR illuminators to adjust to the scene together or individually to provide the best possible IR image, reducing glaring hotspots and/or underexposed dark spots.

The FE9191 and FE9391-EV also now include a new wave of advanced Video Content Analyses (VCA) - Smart 360 VCA, including intrusion detection, crowd detection, and loitering detection. These features are the next steps in elevating surveillance cameras from image capturing devices to advanced notification instruments, allowing users to see more in smarter ways.

Key Features

- 12-Megapixel CMOS Sensor
- Real-time H.265, H.264 and MJPEG Compression (Triple Codec)
- 30 fps @ 2816x2816
- 1.29 mm Panomorph Lens for 180° Panoramic View and 360° Surround View
- Removable IR-cut Filter for Day & Night Function
- 360° 20M IR with Smart IR II (FE9391-EV)
- WDR Pro (120dB) to Provide Extreme Visibility in High Light Contrast Scenes
- Panoramic PTZ Function with Speed Dome Camera for Monitoring Detailed Regional View
- Trend Micro IoT Security within Standard Warranty Period
- Smart Motion Detection to Reduce False Alarms
- Smart 360 VCA (Intrusion Detection, Crowd Detection, Loitering Detection)

- ePTZ for Data Efficiency
- Support Client Side Dewarping
- Pixel Calculator for Image Clarity Measurement
- Vandal-proof IK10-rated and Weather-proof IP66-rated Housing (FE9391-EV)



With Smart IR

With Smart IR II (FE9391-EV)

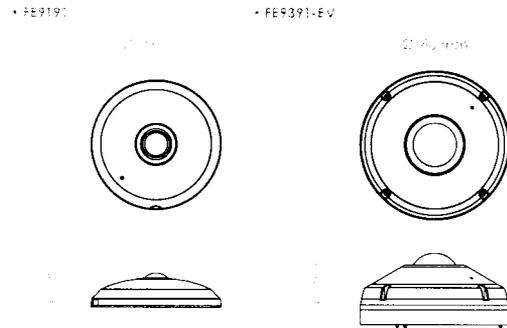
Technical Specifications

Model	FE9191: 12MP 360° Panomorph Camera FE9391-EV: 12MP 360° Panomorph Camera, 360° 20M IR, IP66, IK10, EN50155	Interface	Built-in microphone External microphone input External line output
System Information		Effective Range	5 meters
CPU	Multimedia SoC (System-on-Chip)	Network	
Flash	256MB	Users	Live viewing for up to 10 clients
RAM	1GB	Protocols	IPv4, IPv6, TCP/IP, HTTP, HTTPS, UPnP, RTSP/ RTP/RTCP, IGMP, SMTP, FTP, DHCP, NTP, DNS, DDNS, PPPoE, CoS, QoS, SNMP, 802.1X, SSL/ TLS, ARP, CIFS/SMB
Camera Features		Interface	10 Base-T/100 Base-TX/1000 Base-T Ethernet (RJ-45) *It is highly recommended to use standard CAT5e & CAT6 cables which are compliant with the 3P/ETL standard.
Image Sensor	1/1.7" Progressive CMOS in 4000x3000	ONVIF	Supported, specification available at www.onvif.org
Maximum Resolution	2816x2816	Intelligent Video	
Lens Type	Fixed-focal	Smart Motion Detection	Five-window video motion detection, people detection, time filter
Focal Length	f = 1.29 mm	Smart 360 VCA	Intrusion detection, crowd detection, loitering detection
Aperture	F2.2	VADP Package	Genetec Package, Trend Micro IoT Security, Smart Motion Detection, Amazon Kinesis Video Streams
Field of View	180° (horizontal) 180° (vertical) 180° (diagonal)	Alarm and Event	
Shutter Time	1/5 sec. to 1/16,000 sec.	Alarm Triggers	Motion detection, manual trigger, digital input, periodical trigger, system boot, recording notification, camera tampering detection, audio detection, MicroSD card life expectancy, cybersecurity events (block brute force attack, block cyber attack, quarantine event)
WDR Technology	WDR Pro	Alarm Events	Event notification using digital output, HTTP, SMTP, FTP, NAS server and MicroSD card file upload via HTTP, SMTP, FTP, NAS server and MicroSD card
Day/Night	Removable IR-cut filter for day & night function	General	
Minimum Illumination	0.18 Lux @ F2.2 (Color) <0.001 Lux @ F2.2 (B/W)	Connectors	RJ-45 cable connector for 10/100/1000Mbps Network/PoE connection Audio input *1 Audio output *1 DC 12V Power input Digital input *1 Digital output *1
Pan/Tilt/Zoom Functionalities	ePTZ: 12x digital zoom (12x on IE plug-in)	LED Indicator	System power and status indicator
IR Illuminators	FE9391-EV: Built-in IR illuminators, effective up to 20 meters with Smart IR II	Power Input	FE9191: DC12V, PoE 802.3af Class 2 FE9391-EV: DC12V, PoE 802.3af Class 4
On-board Storage	Slot type: MicroSD/SDHC/SDXC card slot Seamless Recording	Power Consumption	FE9191: Max. 6.49 W FE9391-EV: Max. 25 W
Video		Dimensions	FE9191: Ø 139 x 37 mm FE9391-EV: Ø 160 x 62 mm
Compression	H.265, H.264, MJPEG	Weight	FE9191: 345 g FE9391-EV: 846 g
Maximum Frame Rate	30 fps @ 2816x2816	Casing	FE9391-EV: IP66, IK10
Maximum Streams	4 Simultaneous Streams	Safety Certifications	FE9191: CE, LVD, VCCI, C-Tick, UL, FCC Class B FE9391-EV: CE, LVD, VCCI, C-Tick, UL, FCC Class A, EN50155
S/N Ratio	42.9 dB		
Dynamic Range	120 dB		
Video Streaming	Adjustable resolution, quality and bitrate, configurable video cropping for bandwidth saving, Smart Stream III		
Image Settings	Adjustable image size, quality and bit rate, time stamp, text overlay, flip & mirror scheduled profile settings, configurable brightness/contrast/saturation/sharpness, pixel calculator, 3D-Noise reduction, white balance, exposure control, gain, backlight compensation, privacy masks, defog		
Audio			
Audio Capability	Two-way audio (full duplex)		
Compression	G.711, G.726		

Technical Specifications

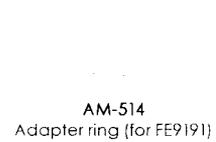
Operating Temperature	FE9191: Starting Temperature: 0°C ~ 50°C (32°F ~ 122°F) Working Temperature: -10°C ~ 50°C (14°F ~ 122°F) FE9391-EV: Starting Temperature: -25°C ~ 50°C (-13°F ~ 122°F) Working Temperature: -40°C ~ 50°C (-40°F ~ 122°F)
Humidity	90%
Warranty	36 months
System Requirements	
Operating System	Microsoft Windows 8/7
Web Browser	Internet Explorer 10/11
Other Players	VLC: 1.1.11 or above QuickTime: 7 or above
Included Accessories	
Others	Quick installation guide, warranty card, alignment sticker, desiccant bag, screw driver, screws pack, mounting bracket, I/O cable (Cable not included in North America)

Dimensions



Compatible Accessories

Mounting Kits



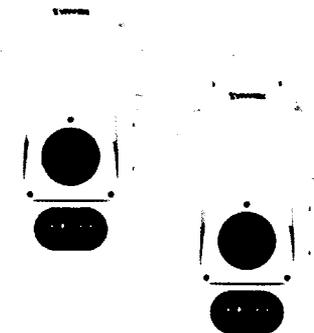
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S SD9374-EHL

Speed Dome Network Camera



4MP 30fps • 36x Zoom • 250M IR • IP66 • IK10 •
NEMA 4X • -40°C ~ 55°C • Smart Tracking

The SD9374-EHL is VIVOTEK's latest professional IR speed dome camera with 4MP resolution, specifically designed to enhance video surveillance in large coverage areas. Equipped with 250M IR illuminators and a 36x optical zoom lens, the SD9374-EHL provides a crystal clear image with 2560x1440 pixels in the most challenging situations. The SD9374-EHL also adopts VIVOTEK's Smart IR II technology. Vari-Angle IR. VIVOTEK's Vari-Angle IR provides smooth vari-angle adjustment of the IR illuminators, allowing broad coverage FOV and highly uniform IR intensity while avoiding hotspots traditionally associated with IR illumination.

The SD9374-EHL utilizes H.265 compression technology. When combined with VIVOTEK's Smart Stream III technology, users can obtain ultra low bandwidth while maintaining high image quality compared to H.264 compression. By combining 4MP resolution with H.265, IR illuminators, Vari-Angle IR, WDR, and 36x optical zoom, the SD9374-EHL is able to capture fine details at top-notch quality, 24 hours a day, 7 days a week. VIVOTEK further

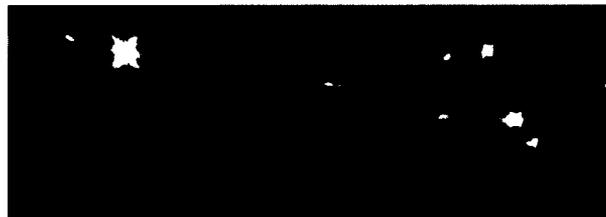
strengthens the camera performance with an IP66- and NEMA 4X-rated housing to protect the camera against rain, dust, and corrosion. The SD9374-EHL has a wide operating temperature range from -40°C to 55°C, ensuring continuous operation under the most extreme weather conditions and hazardous environments. This makes the SD9374-EHL ideally suited to monitor wide open spaces such as ports, highways, city surveillance, and parking lots where high-level precision is required.

As with all VIVOTEK true day/night cameras, the SD9374-EHL features a removable IR-cut filter, maintaining clear images 24 hours a day. Audio detection is included by recognizing changes in ambient noise. The SD9374-EHL also includes a MicroSD/SDHC/SDXC card slot and supports up to 30 fps in 4MP. For the most demanding outdoor surveillance application, there is nothing that compares to the VIVOTEK SD9374-EHL.

* Depending on scene.

Key Features

- H.265 Compression technology
- 30 fps @ 2560x1440
- 36x Optical Zoom, Auto Focus
- 360° Continuous Pan and 220° Tilt
- 250M IR with Smart IR II (Vari-Angle IR)
- Removable IR-cut Filter for Day & Night Function
- Weather-proof IP66-rated, Vandal-proof IK10 and NEMA 4X-rated Housing
- -40°C ~ 55°C Wide Temperature Range for Extreme Weather Conditions
- EIS (Electronic Image Stabilization) to Control Image Stability
- Trend Micro IoT Security
- Smart Tracking for Moving People with People-based Deep Learning Technology



Without Smart IR II



With Smart IR II

Technical Specifications

Model	SD9374-EHL	Dynamic Range	120 dB
System Information		Video Streaming	Adjustable resolution, quality and bitrate, Smart Stream III
CPU	Multimedia SoC (System-on-Chip)		
Flash	128MB	Image Settings	Time stamp, text overlay, flip & mirror, configurable brightness, contrast, saturation, sharpness, white balance, exposure control, gain, backlight compensation, privacy masks (up to 24), scheduled profile settings, defog, 3DNR, EIS, HLC
RAM	1GB		
Camera Features		Audio	
Image Sensor	1/2" Progressive CMOS	Audio Capability	Two-way audio (full duplex)
Max. Resolution	2560x1440	Compression	G.711, G.726
Lens Type	36x Optical Zoom, Auto Focus	Interface	External microphone input External line output
Focal Length	f = 6 ~ 216 mm (36x zoom)	Network	
Aperture	F1.5 ~ F4.8	Users	Live viewing for up to 10 clients
Iris type	DC-iris	Protocols	802.1X, ARP, CIFS/SMB, CoS, DDNS, DHCP, DNS, FTP, HTTP, HTTPS, ICMP, IGMP, IPv4, IPv6, NTP, NTP, PPPoE, QoS, RTP/RTCP, SMTP, SNMP, SSL, TCP/IP, TLS, UDP, UPnP
Field of View	1.85° ~ 49.27° (Horizontal) 1.04° ~ 28.93° (Vertical) 2.13° ~ 55.5° (Diagonal)	Interface	10 Base-T/100 Base-TX/1000 Base-TX Ethernet (RJ45) *It is highly recommended to use standard CAT5e & CAT6 cables which are compliant with the 3P/ETL standard.
Shutter Time	1 sec. to 1/30,000 sec.	ONVIF	Supported, specification available at www.onvif.org
WDR Technology	WDR Pro	Solution Integration	
Day/Night	Yes	Video Motion Detection	Five-window video motion detection
Removable IR-cut Filter	Yes	Smart Tracking	PTZ Auto-tracking on moving people
IR Illuminators	Built-in IR Illuminators up to 250 meters with Smart IR II, IR LED*2	Auto-Tracking	Auto-tracking on moving object
Minimum Illumination	0.19 Lux @ F1.5 (Color) 0.01 Lux @ F1.5 (B/W) 0 Lux with IR illumination on	VADP Package	Trend Micro IoT Security
Pan Speed	0.1° ~ 300° / sec.	Alarm and Event	
Pan Range	360° endless	Alarm Triggers	Motion detection, manual trigger, digital input, periodical trigger, system boot, recording notification, audio detection, SD card life expectancy, cybersecurity events (brute force attack event, cyberattack event, quarantine event)
Tilt Speed	0.1° ~ 300° / sec.	Alarm Events	Event notification via digital output, email, HTTP, FTP, NAS server, SD card File upload via email, HTTP, FTP, NAS server, SD card
Tilt Range	220° (-110° ~ +110°)	General	
Preset Locations	256 preset locations 128 presets per tour		
Pan/Tilt/Zoom Functionalities	128x digital zoom (4x on IE plug-in, 32x built-in), Auto pan mode, Auto patrol mode		
On-board Storage	Slot type: MicroSD/SDHC/SDXC card slot Seamless Recording		
Video			
Compression	H265, H264, MJPEG		
Maximum Frame Rate	30 fps @ 2560x1440		
Maximum Streams	4 simultaneous streams		
S/N Ratio	66 dB		

Technical Specifications

Connectors	RJ-45 cable connector for 10/100/1000Mbps Network PoE connection*1 Audio input*1 Audio output*1 AC/DC 24V power input*1 Digital input*4 Digital output*2 RS-485 for PTZ control (PelcoD protocol, Baud rate 2400)*1
LED Indicator	System power and status indicator
Power Input	PoH/PoE (95W) AC/DC 24V
Power Consumption	PoH/PoE (95W): Max. 70 W (Heater on, IR on) Max. 51 W (Heater off, IR on) AC/DC 24V: Max. 63 W (Heater on, IR on) Max. 45 W (Heater off, IR on)
Dimensions	237 x 364 mm
Weight	7.1 kg (with bracket) 5.7 kg (without bracket)
Casing	IP66, IK10, NEMA 4X
Safety Certifications	CE, FCC Class A, VCCI, C-Tick, UL
Operating Temperature	Starting Temperature: -40°C ~ 55°C (-40°F ~ 131°F) Working Temperature: -40°C ~ 55°C (-40°F ~ 131°F)
Humidity	98%
Warranty	36 months

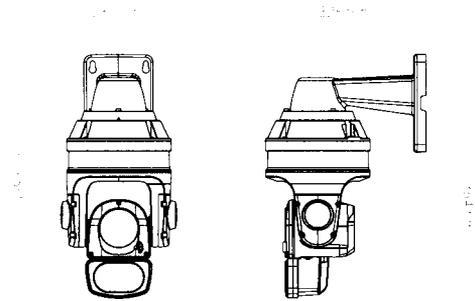
System Requirements

Operating System	Microsoft Windows 8/7 Mac 10.12 (Chrome only)
Web Browser	Chrome 58.0 or above Internet Explorer 10/11
Other Players	VLC: 1.1.11 or above QuickTime: 7 or above

Included Accessories

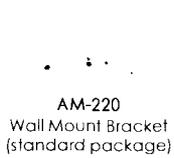
Others
Wall mount bracket, I/O cable, screws, waterproof connectors, terminal blocks, quick installation guide, warranty card, alignment sticker, ground wire, T25 star driver, desiccant bags

Dimensions

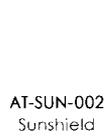
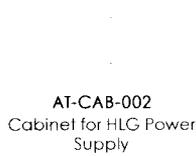
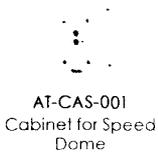


Compatible Accessories

Mounting Kits



Others

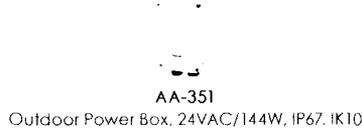


Cabinet

24VDC



PoE Kit Power Adapter



24VAC



Compatible Accessories

95W PoH/PoE



AW-IHH-0100
Industrial 1xGE 95W PoH/PoE
Injector

+



HLG-120H-54
Industrial 54VDC/120W Power
Supply, IP67



AW-IHH-0200
Industrial 1xGE 95W PoH/PoE + 1x
SFP GE Switch

+



HLG-120H-54
Industrial 54VDC/120W Power
Supply, IP67

95W PoH/PoE



AP-GIC-011A-095
1xGE 95W PoH/PoE Injector with Surge Protection 12KV



AP-GIC-015B-095
Outdoor 1xGE 95W PoH/PoE Injector with Surge Protection 12KV, IP67,
IK10



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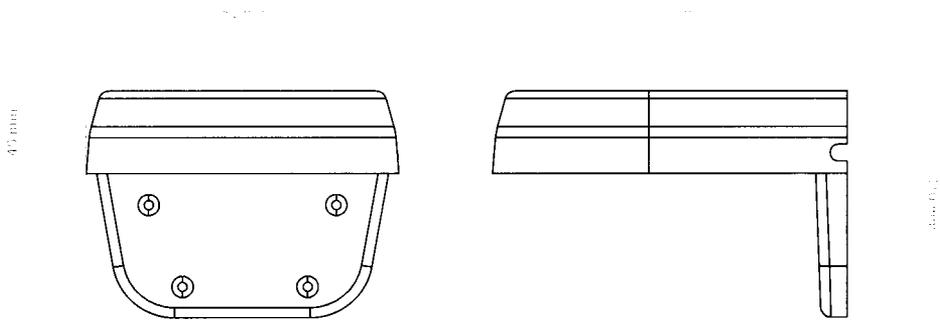


AM-21A

L Shape Bracket

Technical Specifications

Model	AM-21A
Material	Aluminum Alloy
Color	White
Dimensions	170 (L) x 110 (W) x 150 (H) mm
Weight	600 g
Box Dimension	187 (L) x 123 (W) x 160 (H) mm (1 pcs)
Box Weight	721 g
Carton Dimension	640 (L) x 425 (W) x 340 (H) mm (20pcs)
Carton Weight	15,420 g
P/N	909009301G
Drawing	



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Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. QC TV CORP.	
2 Business name/disregarded entity name, if different from above QCTV CORP.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>5</u> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 691165	Requester's name and address (optional)
6 City, state, and ZIP code HOUSTON, TX 77269-1165	
7 List account number(s) here (optional) 	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number												
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OR												
Employer identification number												
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7	6	-	0	2	0	0	2	0	0			

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 02/20/2020
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately.

To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

OPTIONAL: SYSTEM WARRANTY & SUPPORT SERVICE AGREEMENT

This SERVICE, SUPPORT, AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of [Date] by and between [Firm/Entity] at [Address] ("Owner"), and QC TV Corp located at 605 South Sherman St, Richardson TX 75081 ("Operator").

RECITALS

WHEREAS, Owner owns a Vivotek Video Surveillance System required to support and sustain 97 cameras bearing County of Jack Law Enforcement Center Video Surveillance System Project [Project] ("Project") and desires to contract for service, maintenance, and support of the Project,

WHEREAS, Operator provides service, support, and maintenance services for said Vivotek Video Surveillance System has agreed to provide those support and maintenance services for the Project on the terms and conditions set forth in this Agreement,

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

AGREEMENT

Section 1.1 - *Agreement*. This Agreement consists of the terms and conditions set forth in the sections captioned by numbered article designations ("Articles") and the following appendices, if any, which are incorporated and made part this Agreement by this reference and are included in any reference to this Agreement.

Appendix A – Schedule of Fees

Section 1.2 - *Effective Date and Term*. This Agreement shall be effective and shall govern the rights and obligations of the parties from and after the date QCTV receives compensation as outlined in Section 3.1 for a period of one (1) year.

Section 1.3 - *Relationship of The Parties*. Operator has been retained by Owner as an independent contractor to service, maintain and support the Project on behalf of Owner.

Section 1.4 – Non-Warranty Services shall include, but not be limited to, anything outside the original scope of work, User error, acts of God, Act of War, Force Majeure, or any other acts arising out of or caused by, directly or indirectly, beyond Operator's control, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, acts by third parties, and interruptions, loss or malfunctions of utilities.

ARTICLE 2

COMPENSATION AND PAYMENT

Section 2.1 – *System Warranty & Support Service Annual Fee*. Beginning on the first day of the second Year and on the first day of each Contract Year thereafter through the 3rd year after date of substantial completion, at the owner's option an extended System Warranty and Support Service agreement may be elected for Annual Operating Fee in the amount of **\$7,475.00**.

Section 2.2 - *Billing and Payment*. Within 15 days following the end of each month, Operator shall submit the receipts and disbursements showing Reimbursable Costs for such month. Within 15 days after receipt of any such invoice, Owner shall:

(a) Pay Operator the sum specified in such invoice, less (i) any amounts previously deposited with Operator relating to such invoice, and (ii) any portion of such invoice amount that Owner disputes in good faith or is permitted to offset under this Agreement; and

(b) With respect to any disputed portion of such invoice, provide Operator with a written statement explaining, in reasonable detail, the basis for such dispute. The parties shall timely attempt to resolve any such disputed portion in.

Section 2.3 - *Interest*. Any amount owed to either party under this Agreement by the other party which remains unpaid more than 30 days after the date such amount is due and payable shall begin to accrue interest at eighteen percent (18%) per annum commencing on the thirty-first (31st) day after such due date.

ARTICLE 3

TERM AND TERMINATION

Section 3.1 - *Term*. The term of this Agreement shall be from and including the date of this Agreement contained in the initial paragraph hereinabove to and including **[Expiration date]**. Upon agreement of Owner and Operator, this Agreement may be extended for five (5) periods of twelve (12) months each. This Agreement is subject to earlier termination by any party by giving no less than sixty (60) days advance written notice. Should operator terminate this Agreement early, a prorated portion of the fee shall be returned to Owner within thirty (30) days from said early termination. Should Owner terminate this agreement early, all monies paid to Operator shall be deemed earned in full and/or due payable immediately under the terms and conditions set forth hereinabove.

Section 3.2 – *Renewal*. This Agreement shall automatically renew for a period of one (1) year unless either party gives written notice of termination at least sixty (60) days prior to expiration of the existing term.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

County of Jack. Law Enforcement Center. (Owner)
1432 FM 3344
Jacksboro, Texas 76458

QC TV Corp. (Operator)
605 South Sherman St
Richardson, Texas 75081

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPENDIX "A"

QC TV Corp rate card for non-warranty services.

Service Call Rates¹

- Normal Business Hour Rates

Service Call (truck roll) 7:30AM to 5:00PM Monday through Friday \$100.00

- Emergency, Holiday and After Hour Rates

Service Call (truck roll) 5:00PM to 7:30AM Monday through Friday \$150.00

Service Call (truck roll) 5:00PM Friday through 7:30AM Monday \$200.00

Service Call (truck roll) Holidays \$250.00

On-site Hourly service rates¹

- Normal Business Hour Rates

Technician 7:30AM to 5:00PM Monday through Friday \$90.00

Tech Helper 7:30AM to 5:00PM Monday through Friday \$60.00

- Emergency, Holiday and After Hour Rates

Technician (nights, weekends, holidays) \$125.00

Tech Helper (nights, weekends, holidays) \$100.00

Engineer/Programmer (on-site) per hour (plus service call) \$200.00

Engineer/Programmer (remote service) \$175.00

Materials Per quote

Prices quoted above are valid for 12 months from the date of this agreement.

¹ All On-site service calls require either a (4) hour minimum billing or actual portal to portal time billing, whichever is the greater.

TERMS AND CONDITIONS OF SALE

- A. **PURCHASE AND SALE.** Customer hereby agrees to buy, and QCTV hereby agrees to sell to Customer the Equipment set forth and described on the executed proposal the price also set forth on said proposal ("Equipment Purchase Price"), together with the materials and services described therein ("System").
- B. **PAYMENT.** Payments of the Equipment Purchase Price will be made to QCTV at its current mailing address, or at any other place designated by QCTV. Upon acceptance and execution of the proposal, Customer agrees make to payments in accordance with the terms specified. QCTV agrees to provide customer with an invoice for each payment as it becomes due and payable.
- C. **Any invoice not paid within 30 days or the due date per the Invoice, whichever is first, shall accrue interest at the rate of 18% per annum or 1.5% per month. In addition, in the event it becomes necessary to engage legal counsel to collect any amounts due but not timely paid, including interest, costs of collection (attorneys' fees) will be added to the balance owed.**

SECTION 1 PROVISIONS APPLICABLE TO EQUIPMENT SALE

- 1.1. **APPROVED LOCATION.** The Approved Location(s) are as specified in system design drawings, or the proposal. The parties may add, delete, or change the Approved Location(s) at any time subject to costing adjustments made necessary by such additions, deletions or changes, signed by QCTV.
- 1.2. **SELECTION OF APPROVED LOCATION(S).** QCTV and Customer hereby acknowledge that the Approved Location(s) have been and will be selected and proposed by Customer and mutually agreed to by Customer and QCTV based upon Customer's own independent judgment of its needs and objectives. Neither party provides any assurance with respect to the suitability or profitability of the use of the System in Customer's business or the selection of the Approved Location.
- 1.3. **ANCILLARY SERVICES.** Customer shall be solely responsible for arranging for the provision of telecommunication services provided by the local telephone company, interchange carriers, and any other telecommunications company, which may be necessary for the Customer to utilize the System at the Approved Location(s). In addition, Customer shall be solely responsible for insuring the provision of adequate 110 volt power circuits for the System, including backup (uninterruptible power supply, if desired) power.
- 1.4. **INSTALLATION.** QCTV is responsible for staging, configuration, installation, and testing of the System.
- 1.5. **ACCEPTANCE.** QCTV's technician is responsible for the initial acceptance of the System at the time of installation. QCTV's technician will demonstrate to Customer the successful operation of all material functions of the installed System prior to certifying in writing to Customer that the installation has been completed. In the event the Customer contests that all material functions of the installed System are operating successfully, or the certification of the installation, Customer shall provide written notice of such claimed defects to QCTV within thirty (30) days following QCTV's certification that the System operates successfully. The parties shall thereafter diligently resolve any such disputes. The System will be considered to have received final acceptance by the Customer thirty (30) days following the completed installation unless Customer provides written notice to QCTV specifying in reasonable detail the claimed defects.
- 1.6. **REPAIR OF DEFECTS.** QCTV is responsible for repairing any operational deficiencies believed to be caused by the System at its sole cost, or explaining to the Customer's satisfaction that perceived deficiencies or operational problems are not caused by the System, for any defect brought to QCTV's attention within 30 days of installation. Customer may be eligible to enter into a Service Agreement for extended warranty coverage on part, equipment of labor, past manufacturer's flow through warranties, if any.
- 1.7. **SERVICE.** Customer shall reimburse QCTV at \$125.00/hour plus materials for all work of QCTV spent investigating an error or malfunction that QCTV reasonably determines to have been caused by a modification to the System that was neither made nor authorized by QCTV, unless the error or malfunction was not caused by customer's negligence, recklessness or willful misconduct.
- 1.8. **CUSTOMER SUPPORT.** QCTV shall, during the hours of 8:00 A.M. to 5:00 P.M., CENTRAL TIME ZONE on weekdays (exclusive of holidays), make reasonable telephone support available to Customer's Project Leader and other personnel of Customer who have been trained by QCTV in the use of the System. QCTV reserves the right to charge for Customer Support at its standard rates.

SECTION 2 INSTALLATION, DELIVERY AND TITLE

- 2.1. Title to the Equipment and risk of loss shall pass to Customer on Acceptance and delivery, and only in the event of full payment for the system or upon signed receipt for delivery of equipment that cannot be placed in secure storage location.
- 2.2. **DELIVERY OF EQUIPMENT.** Unless otherwise determined by QCTV, QCTV will deliver all Equipment to Customer's facility or principal place of business. QCTV reserves the right to make partial deliveries and to ship the Equipment as it becomes available. Delivery dates are approximate. Customer shall provide a mutually agreeable installation and operations environment suitable for the equipment.
- 2.3. **CUSTOMER RESPONSIBILITIES.** Customer shall promptly perform all its responsibilities as agreed in project correspondence. Customer shall also furnish to QCTV, free of charge for the period of time required for installation of the System, (1) access to the location in which the Equipment is to be placed during normal business hours, and (2) the time and attention of a management-level employee (hereinafter the Project Leader) knowledgeable in aspects of Customer's business and operations.

SECTION 3 CONFIDENTIALITY

- 3.1. **CONFIDENTIAL INFORMATION.** For purposes of this Agreement, "Confidential Information" shall mean all confidential and proprietary information disclosed by one party to the other party, including (i) information disclosed in writing and marked "confidential", (ii) information disclosed orally and identified as confidential at the time of disclosure, and (iii) information which the receiving party knows or has reason to know is confidential, trade secret, or proprietary information of the disclosing party, and (iv) the terms and conditions of this Agreement. Customer and QCTV will maintain each other's Confidential Information in confidence, will not use such Confidential Information other than in connection with this Agreement, and will not disclose such Confidential Information to any persons other than their employees with a need to know except: (i) to the extent necessary to comply with law of the valid order of a court or governmental agency or authority in which case the disclosing party will so notify the other in writing as promptly as practicable (and, if possible, prior to making any disclosure) and will seek confidential treatment of such terms and conditions; (ii) as part of normal reporting or review procedure to parent companies, auditors and attorneys; provided, that such parent company, auditors and attorneys are bound by substantially similar obligations; and (iii) in order to enforce their respective rights pursuant to this Agreement in a legal proceeding. The provisions of this Section shall in no event apply to information that (i) is in or enters the public domain without breach of this Agreement; (ii) is lawfully received from a third party without restriction on disclosure and without breach of nondisclosure obligation; or (iii) is developed independently.

SECTION 4 WARRANTIES AND LIMITATION OF LIABILITY

- 4.1. **SERVICE WARRANTY.** QCTV warrants that it will warrant the equipment supplied and its services provided for herein in a good and workmanlike manner. As QCTV's sole responsibility and Customer's exclusive remedy in the event of any equipment failure within the 12 months of acceptance, QCTV shall make its best efforts to remedy any resulting discrepancies or defects which are required to be remedied by QCTV as provided for herein. Any claim based on the foregoing warranty must be submitted in writing in accordance with QCTV's standard procedures within ninety (90) days after delivery. Except as expressly set forth in this Agreement, QCTV makes no warranty or representation, express or implied, as to any matter whatsoever, including, without limitation, its services, the System, the design or condition of the equipment or any programming, or any output based on use of the System. QCTV specifically disclaims, without limitation, any implied warranty of merchantability or fitness for a particular purpose.
- 4.2. **SYSTEM WARRANTY.** QCTV warrants, for Customer's sole benefit, that the System, when delivered, properly installed, and used in accordance with QCTV's instructions, will conform to QCTV's most current version of the specifications for the System in all material respects. Any claim based on the foregoing warranty must be submitted in writing in accordance with QCTV's standard procedures within ninety (90) days after delivery and acceptance of the System. Such warranty shall not apply if the System has been modified by Customer.
- 4.3. **PARTY TO WARRANTIES AND REPRESENTATIONS.** Neither party shall have the authority to and shall not make any representations or warranties to others on behalf of the other party.
- 4.4. **LIMITATION OF WARRANTY.** Except as set forth herein or another written agreement signed by a duly appointed officer of such party, neither party makes any warranty or representation, express or implied, with respect to any matter whatsoever, including, without limitation, the application programs, the system, or any output based on use of the system, and both Customer and QCTV specifically disclaim, without limitation, any implied warranty of merchantability, fitness for a particular purpose

September 2017

QCTV Corp

605 S. Sherman St

Suite 205G

Richardson, TX

75081

RECEIVED

AUG 24 2020

JACK COUNTY AUDITOR

8:32 AM

KMD

JACK COUNTY LAW ENFORCEMENT

Video Surveillance System

BID