

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For
AED Kiosk Services
RFP # 2024-074

Sealed proposals will be accepted until 2:00 PM CT, **June 12, 2024**, and then publicly opened and read aloud thereafter.

ZapStand, LLC

Legal Name of Proposing Firm

Scott Johnson

CEO & Co-Founder

Contact Person for This Proposal

Title

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Contact Person E-Mail Address

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Street Address of Principal Place of Business

City/State

Zip

6175 Main Street; Suite 350

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Mailing Address of Principal Place of Business

City/State

Zip

Scott Johnson

CEO & Co-Founder

Point of Contact for Contract Negotiations

Title

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Point of Contact Telephone Number

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Acknowledgment of Addenda (initial): #1 JSJ #2 JSJ #3 JSJ #4 JSJ #5 JSJ

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential/proprietary". All proposals are subject to the Texas Public Information Act.

(Cover Sheet)



SAFE. RELIABLE. LIFE SAVING.

TAB A – CAPACITY TO DELIVER

- We fully understand that NCTCOG invites written proposals from qualified vendors that specialize in emergency AED kiosk installations and maintenance. The NCTCOG is seeking a provider for full installation, integration, training and ongoing maintenance of the kiosks and associated equipment. Page 6 of Solicitation The NCTCOG through its TXShare purchasing cooperative, seeks to award a contract for providing and installing emergency AED kiosks. Orders would be made by its member agencies ("Customer") on an as needed basis. The use of these emergency AED kiosks would be in various public venues. The NCTCOG desires kiosks that include the following features and capabilities: • Incorporation of an LCD or similar screen that the Customer can easily upload information, advertisements or emergency notifications from a control room; • Emergency kiosk shall include CCTV that is remotely accessible by a control room; • Incorporation of an automated external defibrillator ("AED") approved by the Customer; • Advanced features with the AED that include automatic activation upon retrieval, voice and text use instructions, automated self-tests, etc.; • Emergency kiosk shall provide for a mechanism to connect with 9-1-1; • Emergency kiosk shall include surveillance cameras to monitor use; • Emergency kiosk to include intercom/microphone/speakers to allow for two-way communication; • Emergency kiosk should be climate controlled, if necessary, to provide a proper climate for components of the kiosk; • Emergency kiosk shall include emergency signage and adequate LED lighting; • Pricing Proposal - Provide a fee schedule for proposed kiosk hardware and components. - Provide a fee schedule for proposed implementation services and training. - Provide a fee schedule for ongoing maintenance costs.

This is our entire business model, and we feel very confident in our ability to deliver.

- ZapStand's approach is total customer satisfaction and to contribute to the health , safety, and welfare of the communities and campuses we serve.
- ZapStand has the capability to perform the services and provide the products specified in the RFP. However, we do not sell our product, we enter into long term leases with a management contract attached.
- We have the full capabilities to provide our goods and services in a timely fashion
- We will operate out of our Frisco, Texas headquarters
- ZapStand has been in business for 5 years. We maintain contracts with the City of Frisco and the City of Hutto, both in Texas, and are close to obtaining contracts with a handful of communities. What separates us from any competitor that might be out there is that we meet the exact specifications of the RFP, we have a proven track record with glowing results, and we have a patent.

TAB B – DEMONSTRATED PAST SUCCESS

- For the precious 4 years, we have provided the City of Frisco with our products and services. Attached you will find a letter from former City Manager George Purefoy which speaks to the City's belief in our company.
- We have one product and service contract that has been active to date and that is with the City of Frisco.

September 15, 2023

Scott Johnson
CEO
ZapStand, LLC
6175 Main Street; Suite 350
Frisco, TX 75034

Dear Scott:

As you know, I retired on June 30, 2022 after serving as Frisco's city manager since 1987. During that time, a lot occurred as Frisco grew from 5,000 to over 215,000 in 2022. During my time as the city manager of Frisco, one of the items I'm proud of is the installation of your ZapStand AED delivery kiosks. I want to congratulate you on the success you've enjoyed with your ZapStand deployment in Frisco. As you know, a 19-year-old umpire at a baseball game recently went down with what appeared to be a Sudden Cardiac Arrest at a Frisco park. A bystander sprung into action and used the ZapStand to secure the AED and apply it to the victim. Ultimately, the unit wasn't needed, and the young man recovered. However, the unit was in place and ready to be used and worked exactly like you promised us it would. We are a safer community because of it.

As a matter of fact, my 7-year-old grandson and I were at Warren Sports Complex early this Spring playing soccer. We took a break and went by the concession building where your ZapStand with its AED is in place. My grandson asked me, "What is this?" So, I told him that the City had placed these units in all of Frisco's major parks to provide an AED when needed. Of course, he asked, "what's that?" I said, "you know, the football game a few months ago where the Buffalo Bills defensive back Damar Hamlin was hit in the chest and was revived, and his life saved by the fast action of the response team?" He said "yes". I said, "an AED is what was used to save that man's life." Needless to say, he was very interested and impressed.

I also have been particularly impressed by the nature of the upkeep and maintenance of the units. They look brand new despite being installed a few years now. The recognition of the AED locations in our city parks has increased dramatically since their installation, my grandson being a prime example, which will only help to save time and save lives when the emergency occurs and the AED is there to potentially save a life.

The 24/7/365 monitoring takes a huge burden off city staff in having to check on AED units consistently to make sure they are working properly. The program was inconsistent as AEDs were found beeping and out of service. ZapStand has solved those issues and given our citizens and guests an increased level of safety. Also, the integration with our 911 system has been seamless and you have delivered what you promised.

I know that you are working with other cities and universities to install ZapStands in their high-traffic locations. Please accept this letter as my recommendation to those entities for ZapStand to be seriously considered for their facilities. There have been many positives that have come out of the ZapStand deployment in Frisco.

Sincerely,



George Purefoy
gpurefoy@gmail.com

TAB C – QUALITY CONTROL

- Our technology is patented and allows us to maintain the units 24/7/365 rather than requiring someone to be on site often to maintain the units. We do however send a maintenance person every few weeks to clean the units and inspect them.
- Major risks outside of are control are simply major weather events
- We have no contracts that have led to any litigation for failure to perform or for any other reason
- We have no contracts that have been terminated

TAB D – TECHNICAL PROPOSAL

Tab D – A. Proposal Narrative

The ZapStand™ is a 'SMART' Automated External Defibrillator (AED) delivery system with breakthrough life-saving technology built into each ZapStand unit that is designed for use in high trafficked outdoor areas such as city centers, municipal sports parks, and college campuses.

- ZapStand, LLC is pleased to bring this industry disrupting medical technology to the United States. Over the next several years, we will deploy more than 2,100 ZapStand units across the USA.
- Each unit has U.S. patented technologies that make it the instant industry leader in this important market segment. We have spent \$4m on the development of ZapStand.
- Targeted for a 20-25 year lease with municipal outdoor park systems and University campuses, it is also relevant in town centers, pedestrian hotspots, and any other place that has increased foot traffic. Therefore, the cost to the customer is minimal.
- ZapStand provides the defibrillator ownership, management, tracking, training, 24-hour video monitoring, remote access control, emergency response handling, and support that is needed to make the most use possible of an AED. The unit requires nothing from the customer in terms of maintenance, tracking, or upkeep. We are an AED delivery system and the leading outdoor solution to solve the overwhelming problem in our country of the lack of working, accessible, and noticeable outdoor AEDs.
- With a 46-inch digital screen on the front, each unit can display maps, city or college information, important weather alerts, and sponsor information. The 55-inch digital screen on the back allows each unit to become a delivery vehicle for additional city or university information, product usage instructions, and outdoor media sponsorship messaging. Each customer is allotted 20% of the screen time to promote campus or city information.
- AEDs on the market currently are hidden away from the public, are not user friendly, and require too much staff time and maintenance. To solve that, each unit is fitted with a patented 24-hour monitoring technology that allows the unit to be monitored remotely, each day, without the need for someone to physically check on the product. The unit is constantly being monitored to ensure that the unit is where it is supposed to be, is working like it is designed to work, and that there are no problems with the unit or the AED. The unit is still cleaned and checked personally regularly, however.
- The unit is designed to be in the open, recognizable, and noteworthy. This positioning allows citizens and to be fully aware of the AED's availability.
- A GPS tracking device is located inside each unit that, when pulled from its holding space on the ZapStand, alerts the local 911 system of an emergency and immediately connects to the local emergency system. When the system then patches the unit's GPS connection directly into the emergency vehicle, the vehicle can pinpoint the exact location of the unit, and in turn, the exact location of the trauma victim. This connectivity provides extra minutes of care and can be the difference between life and death of the victim.
- Each ZapStand unit is temperature controlled with heating/air conditioning, as opposed to most units that are affected by extremely hot/cold environments.
- 3 cameras on each unit allow for increased 24-hour control of the unit and assures that the AED is physically where it is supposed to be.
- In stark contrast to current AED's deployed by municipalities or universities that sit on a wall indoors and are designed to go unnoticed, ZapStands are designed to be noticed as they are located in well-trafficked, prominent areas, and with the two digital screens, they cannot be ignored. This is intentional as it saves time in finding the AED in an emergency.



Service Category #1: AED KIOSK SERVICES

1. ZapStand has a high degree of interest in participating in this project.
2. Attached please find our specifications:



ZAPSTAND™ Co-ordinated AED Emergency Response System:

- ZapStand Pedestrian Emergency Kiosk with AED/EMS Link
- ZapMount Alarmed Mounted Indoor Outdoor Enclosure with Security Camera

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- Defibnet SmartCase 24/7 Monitoring of AED Health, Emergency Use, Location, and Presence

Conformant with Defibrillator Guidelines www.defibrillatorguidelines.com

ISO Certified

Technical Specifications

Powerheart AED G3 Automatic

AED Operation and Use
+ The AED shall automatically activate upon lid opening.
+ The AED shall have voice and text prompts to guide the user through the rescue process in a simple step-by-step manner based on current Resuscitation Guidelines.
+ The AED shall have RescueCoach™ user-paced voice instructions to guide the user through the rescue process.
+ The AED shall have a backlit LCD text display, which features rescue prompt, elapsed rescue time, number of shocks administered, and a CPR countdown.
+ The AED shall have CPR cadence with a metronome sound or verbal prompt, "Press," to guide compression frequency.
+ The AED shall have the ability to treat adult patients with the pre-connected defibrillation pads.
+ The AED shall have pediatric capability with the use of defibrillation pads designed specifically for pediatric patients.
+ The AED shall automatically detect the type of defibrillation pads. Upon detection, the AED shall utilize the appropriate CPR and shock protocols as defined by the configuration, whether for adult or pediatric use.
+ The AED shall deliver a shock within 10 seconds (typically) of a shock decision post CPR.

+ The AED shall have the optional capability to support CPR feedback, providing the rescuer guidance in accordance with current Resuscitation Guidelines.

+ The AED shall automatically detect if the defibrillation electrode with CPR Feedback is present and provides feedback if it is in use.

+ The AED shall have the optional capability to support dual language. With a single button press, the device shall change from primary language to an alternate language at any point during a rescue.

+ The AED shall have the ability to inform the user if the defibrillation pads are expired or previously used.

+ The AED shall have the ability to inform the user of the status and capacity of the battery via audible alerts, voice and visual prompts.

Shock Delivery – Automatic

+ The AED shall provide a 3 second countdown prior to automatically delivering shock – if required.

+ The AED shall confirm shock delivery with both voice and text prompts and advise when the rescuer may touch the patient.

Data Recording and Documentation

+ The AED shall provide 90 minutes of internal storage.

+ The AED shall provide multiple rescue functionality.

+ The AED shall store rescue event, device, configuration, and maintenance data.

+ The AED shall permit all AED and rescue information to be downloaded via direct connection USB cable to a PC or removable USB flash drive.

+ The AED shall automatically begin uploading the AED and rescue information when a removable USB drive is detected.

+ The AED shall summarize rescue data including; time, number of defibrillation shocks given, length of rescue, and status of AED at time of rescue.

Automated Self-Tests

+ The AED shall perform a daily automated self-test to confirm the presence and function of defibrillation pads, and test the battery, and electronics.

+ The AED shall perform a weekly automated self-test to confirm the presence and function of the defibrillation pads, and test the battery, electronics, plus conduct a partial charge of the high voltage module.

+ The AED shall perform a monthly automated self-test to confirm the presence and function of the defibrillation pads, and test the battery, electronics, plus conduct a full energy charge and discharge test to ensure device readiness for full-scale rescue attempts.

+ The AED shall perform a weekly and monthly automated self-test to confirm the presence and function of the CPR Feedback accelerometer.

+ The AED shall warn the user with an electromechanical visual indicator and audible alerts if the system fails any of the automated self-tests and is not ready for use.

+ The audible warning tone will continue to sound every 30 seconds until the lid is opened or battery energy is depleted.

Therapy / Waveform

+ The AED shall support a waveform that is a Biphasic Truncated Exponential.

+ The AED shall utilize a shock sequence of "variable" escalating energy.

+ The AED waveform shall deliver variable energy levels customized to patient impedances between 25 Ohms-175 Ohms.

+ The AED shall offer user selectable energy settings for adult and pediatric protocols separately.

+ The AED shall provide therapy within a pediatric energy range of 22J-82J depending on programmed energy settings and patient impedance.

+ The waveform shall compensate for a patient's impedance level.

+ The waveform shall respond to patient's Cellular Response Curve by providing charge balancing, with a waveform that achieves a charge balancing index (CBI) of greater than 99% over most patient impedances.

+ The AED shall not shock a patient inadvertently if the patient does not require a shock.

+ The AED shall automatically synchronize delivery of a defibrillation shock with the patient's electrocardiogram R wave. If AED is unable to synchronize, it will deliver an unsynchronized shock if a shock is necessary.

+ The AED shall automatically disarm and cancel the shock if the victim's heart rhythm converts from a shockable to a non-shockable heart rhythm after a shock decision is rendered.

+ The AED shall have 0.08mV asystole threshold, baseline to peak.

+ The AED shall automatically detect noise (artifact) with the ECG rhythm, and alert the rescuer of the condition via a voice prompt.

Defibrillation Pads

+ One pair of pre-connected defibrillation pads shall be included with each AED. The sealed Defibrillation Pad pouch shall include partially exposed lead wire and connector.

+ Adult Defibrillation Pads shall always be installed and ready to use in AED prior to rescue.

+ All defibrillation pads, adult or pediatric, shall be single use.

+ All defibrillation pads, adult or pediatric, shall be disposable.

+ All defibrillation pads, adult or pediatric, shall be shipped to the customer with a minimum shelf life of two years.

+ All defibrillation pads, adult or pediatric, shall be non polarized and interchangeable allowing the user to place either pad in the proper body position.

+ A diagram to assist in proper pad placement shall be available on both pad package and on each individual pad.

+ The adult and pediatric defibrillation pads shall have a clearly identifiable tabbed region to allow for each pad to be easily removed from the blue plastic liner. And, the blue liner shall include a loop handle to assist in the peeling process.

AED Manager software

+ The AED shall provide either 'press faster' or 'press slower' corrective compression rate voice and text prompting when using the CPR Feedback/Adult Defibrillation Electrode set.

+ The AED shall provide either 'press harder and fully release' or 'press softer' corrective compression depth voice and text prompting when using the CPR Feedback/Adult Defibrillation Electrode set.

+ The AED's CPR Feedback shall include a non-slip surface and pictorial to denote placement on patient chest.

AED Configuration Options

+ The AED Manager software, in Administrator mode, shall allow medical directors/administrators or their designees to program devices to meet their protocols for AED use.

+ Parameters can be programmed on the AED via direct connection with USB cable to a PC or removable USB flash drive.

+ The AED shall automatically begin uploading the AED and rescue information when a removable USB drive is detected.

+ The AED Manager software shall allow the AED default language to be configured if it is a dual language device.

+ The AED Manager software shall provide up to three levels of AED voice / text prompting: basic, standard, and advanced (enhanced).

+ The AED default start up prompt shall be user selectable.

+ The administrator shall be able to select CPR First prompting / AED functionality.

+ The AED Manager software shall allow the user to select shock protocols for both adult and pediatric protocols separately.

+ The AED Manager software shall allow for adjustment of the VF/VT rate for both adult and pediatric rhythm detection separately.

+ The AED Manager software shall allow for adjustment of the SVT rate or to turn SVT off for adult rhythm detection.

+ The AED Manager software shall allow for adjustment of the SVT rate or to turn SVT off for pediatric rhythm detection.

+ The AED Manager software shall allow the configuration of the maximum shocks per sequence between one shock or three shocks.

+ The AED Manager software shall allow the administrator to enable or disable same energy after conversion.

+ The AED Manager software shall allow independent CPR configurations for both adult and pediatric.

+ The AED Manager software shall allow for CPR feedback customization. This includes determining the rate and depth ranges for which prompt guidance will be given.

+ The AED clock shall be able to be synchronized to PC clock through direct connection to a PC.

+ The AED Manager software shall offer administrators to select between a 'Press' voice prompt or traditional 'Ping' CPR metronome.

AED Physical and Environmental

+ The AED weight shall not exceed 2.6 kg (5.7lb), which includes AED, battery, and defibrillation pads.

+ The AED shall be water and foreign object resistant to a minimum of IEC 60529, IP55 classification.

+ The AED shall have a solid, integrated carrying handle for easy portability.

+ Dimensions of the AED shall not exceed 30 cm (11.8") in depth by 23 cm (9.0") in width by 9 cm (3.4") in Height.

+ The AED shall be capable of operating in temperatures ranging from 0°C to +50°C (32°F to +122°F).
+ The AED shall be capable of operating in relative humidity ranging from 10%-95% (non-condensing).
+ The AED shall be capable of withstanding atmospheric pressure of 700 hPa to 1060 hPa (Minimum: 570 hPa and Maximum: 1060 hPa)
+ The AED shall be capable of withstanding CSA evaluated altitudes of -382 m to 3000 m. Minimum: -382 m (approximate; calculated from pressure) Maximum: 4594m (approximate; calculated from pressure)
+ The AED shall be able to be stored -30°C to 65°C (-22°F to 149°F) for three consecutive days.
+ The AED shall meet the following classifications per IEC 60601-1: Portable, internally powered equipment with a defibrillator-proof, type BF patient connection, cannot be sterilized, is not suitable for use in presence of flammable mixtures or oxygen, is rated for continuous operation.
+ The AED shall meet the following classification per IEC60601-2-4: A frequent use, Automated External Defibrillator.
+ The AED shall meet ANSI/AAMI/IEC 60601-1: Medical Electrical Equipment Part 1: General Requirements for Basic Safety and Essential Performance
+ The AED shall meet CAN/CSA-C22.2 No. 60601-1: Medical Electrical Equipment – Part 1: General Requirements for Basic Safety and Essential Performance.
+ The AED shall meet ANSI/AAMI/IEC 60601-2-4: Medical Electrical Equipment Part 2: Particular Requirements for Basic Safety and Essential Performance of Cardiac Defibrillators.
+ The AED shall meet ANSI/AAMI/IEC 60601-1-2: Medical Electrical Equipment Part 1-2: General Requirements for Basic Safety and Essential Performance Collateral Standard: Electromagnetic Compatibility-Requirements and Tests Edition 3.0 (per the modifications stated in IEC 60601-2-4).
+ The AED shall meet RTCA/DO-160G: 2010 - Section 5 Category C; Section 4, Category A4.
+ The AED shall meet EN 1789: Medical Vehicles and Their Equipment – Road Ambulances When Installed in a Secured Rack.
+ The AED shall meet MIL-STD-810G, Method 516.6, Procedure IV for a Free Fall Drop.
+ The AED shall meet Shock MIL-STD-810G Method 516.5, Procedure 1 (40g) (1,000 shocks both direction each axis; 6,000 shocks total).

+ The AED shall meet MIL-STD-810G, Method 514.5, Procedure 1, Category 24, Helicopter Minimum Integrity for Sine Vibration.

+ The AED shall meet MIL-STD-810G, Method 514.5, Procedure 1, Category 24, General Minimum Integrity for Random Vibration.
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+ The AED shall meet RTCA/DO-160G, Section 8, Category S, Zone 2 (curve B) and Category U, Zone 2 (curves F and F1) for Random Vibration.

AED Battery

+ The AED shall require a single non-rechargeable, lithium battery for operation.

+ The AED battery shall typically provide a minimum of 16 hours of device operating time at 20°C to 30°C.

+ The AED battery shall typically be capable of providing 420 consecutive shocks at 300VE.
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+ The AED battery shall typically be capable of providing approximately four years of standby performance at 20°C to 30°C.
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+ Expected shelf life of a new battery shall be five years from the date of manufacture.
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+ The AED shall incorporate a SmartGauge Battery Status Indicator notifying the user of battery capacity during use in quarter life increments.

AED Service and Warranty

+ The AED shall have a 7-year warranty on defects in materials and workmanship.

+ The Intellisense battery shall have a full replacement operational guarantee for four (4) years from date of installation.
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+ The AED shall include an LED indicator when pads are improperly connected to the AED, cold, dried, damaged or detached from the patient during a rescue.
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+ The AED shall include a service indicator LED which indicates when the AED detects a need for maintenance or service.

DefibNet SmartCase Monitored AED Smart Carry Case



Monitored AED Smart Carry Case

- + The Monitored AED Smart Carry Case shall be fitted with electronic device that monitors AED presence, AED functionality, AED movement, and AED location and transmits status data to remote host without drawing power from the AED battery or relying on a WIFI network.
- + The Monitored AED Smart Carry Case shall be fitted with Lithium ion rechargeable battery that enables ongoing remote monitoring of its latitude and longitude position for up to 5 days after its removal from the Pedestrian Emergency Kiosk.
- + The Monitored AED Smart Carry Case shall be fitted with formed insert that contains easy access rescue mask, scissors, razor, gloves and wipes which are all immediately visible to user upon the opening of case.
- + The Monitored AED Smart Carry Case shall be constructed of water resistant, high visibility material with reflective tape.

ZapStand 12 The Pedestrian Emergency Kiosk



Pedestrian Emergency Kiosk with AED / EMS Link Operation and Use

- + The Pedestrian Emergency Kiosk shall have an illuminated button, which when pressed by the user, automatically: (1) an emergency audio message is played "you are now being connected to 9-1-1, surveillance cameras are in use, you may now open the door, unplug, and take orange bag to patient"; (2) a call is automatically connected to 9-1-1; and (3) the AED dispenser is opened.
- + The Pedestrian Emergency Kiosk shall transmit a "defib in use" alarm to the control room immediately upon the Monitored AED Smart Carry Case being removed from the AED dispenser by way of auto release of the emergency plug.
- + The Pedestrian Emergency Kiosk shall be fitted with CCTV that is remotely accessible by control room.

Pedestrian Emergency Kiosk with AED / EMS Link Security Components

- + The Pedestrian Emergency Kiosk shall have a Button activated IP audio intercom, SIP 2.0 (UDP), with speaker, microphone, remote configuration capability, and adaptive volume.
- + The Pedestrian Emergency Kiosk shall have two (2) ceiling mounted 360 degree panorama view, IP67-rated, vandal proof, day/night, network camera, with wide dynamic range up to 120dB and image resolution of 4000x3000
- + The Pedestrian Emergency Kiosk shall have an AED Dispenser which has a locally/remotely lockable/unlockable compartment that stores the Monitored AED Smart Carry Case.

- + The Pedestrian Emergency Kiosk shall have a reliable ruggedized modem, LTE Advanced with SIM-based auto-carrier selection (LP6 versions) Gigabit Ethernet ports & active GPS.
- + The Pedestrian Emergency Kiosk shall have a UPS 2000 VA, 1400 W, Safety IEC/EN 62040-1.
- + The Pedestrian Emergency Kiosk shall have an air conditioning system.

Pedestrian Emergency Kiosk Physical and Environmental

- + The Pedestrian Emergency Kiosk shall be constructed of galvanized steel, pre-primed and finished with durable polyester thermosetting powder coating technology.
- + The Pedestrian Emergency Kiosk shall have hinged, gasket sealed doors with compression latches.
- + The Pedestrian Emergency Kiosk shall have a chassis and roof which are 7.84 feet high x 5.05 feet wide x 4.53 feet deep.
- + The Pedestrian Emergency Kiosk may have a self-dispensing hand sanitizing station.
- + The Pedestrian Emergency Kiosk shall have pedestrian-oriented emergency signage with lighting.
- + The Pedestrian Emergency Kiosk shall have customized client and sponsor logo panels.

Pedestrian Emergency Kiosk High Impact Displays

- + The Pedestrian Emergency Kiosk shall have a back High Impact Digital Display diagonal screen size of at least 55 inches, Brightness of at least 2,500 Nits.
- + The Pedestrian Emergency Kiosk shall have a front High Impact Digital Display; diagonal screen size of at least 46 inches, Brightness of at least 2,500 Nits.
- + The Pedestrian Emergency Kiosk shall have ability to remotely control content on the High Impact Displays.

Pedestrian Emergency Kiosk Installation Works

- + Installation works shall include electrical supply and erection of the Pedestrian Emergency Kiosk which must be scoped by supplier for approval by City staff.
- + Installation works may involve City staff for an agreed fee.
- + Installation works shall be conducted in accordance with City staff requirements.
- + Installation works shall be conducted subject to a project plan approved by City staff.

Control Room Integration, Training and Commissioning

- + The supplier shall establish the technical requirements of the 9-1-1 dispatch room City staff, regarding the receipt and handling of emergency calls from the Pedestrian Emergency Kiosk.
- + The supplier shall link each Pedestrian Emergency Kiosk to the 9-1-1 dispatch room in fulfillment of 9-1-1 dispatch room technical requirements.
- + The supplier shall provide NearestDefib.com mapping software and training to 9-1-1 dispatch room City staff.
- + The supplier shall test each Pedestrian Emergency Kiosk for: 9-1-1 call functionality, AED presence, AED functionality, AED location and CCTV functionality prior to the commissioning of each Pedestrian Emergency Kiosk.

ZapMount 2 Mounted Indoor Outdoor Enclosure



Alarmed Mounted Indoor Outdoor Enclosure with Security Camera

+ The Mounted Indoor Outdoor Enclosure shall be constructed of galvanized steel, pre-primed and finished with durable polyester thermosetting powder coating technology.
+ The Mounted Indoor Outdoor Enclosure shall have a hinged, sealed, gullwing door with a stainless steel handle.
+ The Mounted Indoor Outdoor Enclosure shall not exceed 23.55 inches high x 14.0 inches wide x 11 inches deep.
+ The Mounted Indoor Outdoor Enclosure shall have a two megapixel high definition video camera, 2.8 mm lens with 128 Gb stored memory card.
<ul style="list-style-type: none"> - The Mounted Indoor Outdoor Enclosure combined with the Monitored AED Smart Carry Case shall monitor the health, emergency use, location and presence of the AED without drawing power from the AED battery. - The Mounted Indoor Outdoor Enclosure combined with the Monitored AED Smart Carry Case shall be programmed to alert control room in the event of an alarm.

Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure Service Levels

+ The Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure shall be monitored and supervised 24 hours per day, 7 days a week.
+ The Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure shall be inspected, serviced, replenished and maintained annually.
+ The Pedestrian Emergency Kiosk and Alarmed Indoor Outdoor Enclosure shall be inspected, serviced, replenished and maintained 24 hours after a genuine incident.
+ A post incident cardiology report shall be provided 3 days after a genuine incident.

Awareness program and AED familiarization sessions

+ A face to face AED familiarization session, which includes a demonstration in the use of the AED and performance of AED prompted CPR, shall be provided to 100 people annually.
+ Pedestrian Emergency Kiosk shall display information on the High Impact Displays in support of the Pedestrian Emergency Kiosk awareness program.

Emergency response

+ The Pedestrian Emergency Kiosk when activated by user (button is pressed) transmits a voice call directly to 911. 911 personnel trained in Defibnet have the
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ability to access the Defibnet dashboard to view recent images detected by cameras on the Pedestrian Emergency Kiosk and access the GPS location of the Monitored AED Smart Carry Case.

+ Alarmed Indoor Outdoor Enclosure when activated by user (defibrillator is removed) sends an SMS alert to a designated recipient. 911 personnel trained in Defibnet have the ability to access the Defibnet dashboard to access the GPS location of the Monitored AED Smart Carry Case.
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Power supply

+ The Pedestrian Emergency Kiosk AC 100-240 V(+/- 10%) 50/60 Hz

+ Alarmed Indoor Outdoor Enclosure 4-40Vdc 1Amp

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3. Timeline – Our contracts give us 365 days from contract signing to install and unit and go live but this usually happens in about 120 days.
 4. Description and graphics are provided above
 5. While we maintain 24/7/365 service of the unit, we also regularly check in on the unit to make sure everything is working correctly and is clean, etc.
 6. Yes – we are all drug tested
 7. The only way our quote will deviate from the norm is that we need to know how many units are being installed and the locations to determine correct pricing.
 8. We will give yearly reports to the customer about how the products performed. They will also have the cell number of the CEO and be able to contact 24/7 if needed. In addition, they will be in contact with our service manager or any problems that may arise. We are very accessible.
 9. A 50% deposit of the lease fee is required at contract signing and the remaining 50% is due when the units go live. We do accept credit cards. We then invoice at the first of each year for the yearly maintenance fee.
 10. Scott Johnson, CEO, will be your contact for everything. 214-929-1189
Scott@ZapStand.com

Service Category #2: Other Ancillary Services

11. While not an ancillary service, it is important to note that as part of the leasing package, communities are required to enter into a monitoring/maintenance/management/oversight agreement with ZapStand. While the ZapStand installation is a one time lease fee, this is a yearly fee that is required to maintain and properly provide all of the services we represent.

Tab D – B. Proposed Scope of Services

As you saw above in our Specifications, we adhere to the entire scope of services being required, including:

- Incorporation of an LCD or similar screen that the Customer can easily upload information, advertisements or emergency notifications from a control room;
- Emergency kiosk shall include CCTV that is remotely accessible by a control room;
- Incorporation of an automated external defibrillator (“AED”) approved by the Customer;
- Advanced features with the AED that include automatic activation upon retrieval, voice and text use instructions, automated self-tests, etc.;
- Emergency kiosk shall provide for a mechanism to connect with 9-1-1;
- Emergency kiosk shall include surveillance cameras to monitor use;
- Emergency kiosk to include intercom/microphone/speakers to allow for two-way communication;
- Emergency kiosk should be climate controlled, if necessary, to provide a proper climate for components of the kiosk;
- Emergency kiosk shall include emergency signage and adequate LED lighting

TAB E – PROPOSAL PRICING

Our Standard Unit Pricing is \$17,500 per unit as a one time charge for a 20 year lease. Additionally, we charge \$2,500 per year/ per unit for the monitoring and maintenance fee.

For this contract we are offering a 20% discount to this rack pricing.

The City must also provide a “pad ready” site consisting of concrete and electrical poured to ZapStand’s specifications for each ZapStand location.

Better pricing may be available depending on volume, attractiveness of location, timing, and many other factors.

TAB F – REFERENCES

City of Frisco
Henry Hill – Deputy City Manager
Frisco City Hall
Frisco, Texas, 75034
972-292-5109
hhill@friscotexas.gov

EXHIBIT 1
CATEGORIES OFFERED

Place a "X" next to each category you are offering in your proposal:

X **Service Category #1: AED Kiosk Services**

X **Service Category #2: Other Ancillary Services**

EXHIBIT 2

SAMPLE MARKET BASKET FORM

For this Exhibit 2 Sample Market Basket Form, please provide a price cost including the full price breakdown for a hypothetical complete through installation and ongoing maintenance for three (3) sites in a municipal park location. This cost proposal should note any utility requirements that would fall outside of the vendor's responsibility-such as power or connectivity to the site itself. For items such as this, please provide the minimum requirements necessary for operation of the kiosk.

Lump Sum Cost \$ 66,000

- 3 yr contract
- Lease Fee at Discount
- Maintaining Fee at Discount
- \$2K per site prep

Note: If you need additional details to prepare this hypothetical quote, please contact us by submitting a question through Public Purchase.

EXHIBIT 3
SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification							
Proposing Firm Name:	ZapStand, LLC						
Notes:	<p>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Will service the entire state of Texas</td> <td style="width: 50%; padding: 5px;">Will not service the entire state of Texas</td> </tr> <tr> <td style="text-align: center; padding: 20px;">X</td> <td></td> </tr> </table> <p>If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.</p>			Will service the entire state of Texas	Will not service the entire state of Texas	X	
Will service the entire state of Texas	Will not service the entire state of Texas						
X							
Item	Region	Metropolitan Statistical Areas	Designated Service Area				
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area					
2.	High Plains	Amarillo Lubbock					
3.	Northwest	Abilene Wichita Falls					
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler					
5.	Southeast	Beaumont-Port Arthur					
6.	Gulf Coast	Houston-The Woodlands-Sugar Land					
7.	Central Texas	College Station-Bryan Killeen-Temple Waco					
8.	Capital Texas	Austin-Round Rock					
9.	Alamo	San Antonio-New Braunfels Victoria					
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission					
11.	West Texas	Midland Odessa San Angelo					
12.	Upper Rio Grande	El Paso					

(Exhibit 3 continued on next page)

Nationwide Service Area Designation or Identification Form											
Proposing Firm Name:	ZapStand, LLC										
Notes:	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td><input checked="" type="checkbox"/></td> <td>Will not service fifty (50) states</td> <td><input type="checkbox"/></td> </tr> <tr> <td colspan="2"></td> <td colspan="2"></td> </tr> </table> <p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</p>			Will service all fifty (50) states	<input checked="" type="checkbox"/>	Will not service fifty (50) states	<input type="checkbox"/>				
Will service all fifty (50) states	<input checked="" type="checkbox"/>	Will not service fifty (50) states	<input type="checkbox"/>								
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area								
1.	Alabama										
2.	Alaska										
3.	Arizona										
4.	Arkansas										
5.	California										
6.	Colorado										
7.	Connecticut										
8.	Delaware										
9.	Florida										
10.	Georgia										
11.	Hawaii										
12.	Idaho										
13.	Illinois										
14.	Indiana										
15.	Iowa										
16.	Kansas										
17.	Kentucky										
18.	Louisiana										
19.	Maine										

20.	Maryland		
21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

**ATTACHMENT I:
INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL**

REQUIRED ATTACHMENT CHECKLIST

This checklist is provided as a courtesy to responding firms. Please utilize this checklist to ensure that all required attachments are included with your proposal. IF AN ATTACHMENT DOES NOT APPLY, PLEASE MARK AS “**NOT APPLICABLE**” AND SUBMIT WITH THE PROPOSAL. **FAILURE TO SUBMIT ALL REQUIRED DOCUMENTS MAY NEGATIVELY IMPACT YOUR EVALUATION SCORE.**

- ☒ Cover Sheet
- ☒ Exhibit 1: Categories Offered
- ☒ Exhibit 2: Sample Market Basket Form
- ☒ Exhibit 3: Service Area Designation Forms
- ☒ Attachment I: Instructions for Proposals Compliance and Submittal
- ☒ Attachment II: Certification of Offeror
- ☒ Attachment III: Certification Regarding Debarment
- ☒ Attachment IV: Restrictions on Lobbying
- ☒ Attachment V: Drug-Free Workplace Certification
- ☒ Attachment VI: Certification Regarding Disclosure of Conflict of Interest
- ☒ Attachment VII: Certification of Fair Business Practices
- ☒ Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- ☒ Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises
- ☒ Attachment X: Federal and State of Texas Required Procurement Provisions
- ☒ Attachment XI: Conflict of Interest Questionnaire

Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification. You recognize that all proposals must be submitted electronically through PublicPurchase.com by the RFP due date and time. All other forms of submissions will be deemed nonresponsive and will not be opened or considered.

Acknowledgment of Insurance Requirements

By signing its submission, you acknowledges that it has read and understands the insurance requirements for the submission. You also understands that the evidence of required insurance may be requested to be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the your proposals. The insurance requirements are outlined in Section 6.4.

ZapStand

Name of Organization/Contractor

[Signature]

Signature of Authorized Representative

Scott Johnson - CEO

Printed/Typed Name and Title of Authorized Representative

6/11/24

Date

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I agree that failure to submit all requested information may result in rejection of this proposal as non-responsive. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I, Scott Johnson (typed or printed name) certify that I am the CEO (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as you and you herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said Offeror by authority of its governing body.

ZapStar
Name of Organization/Contractor

[Signature]
Signature of Authorized Representative

Scott Johnson - CEO
Printed/Typed Name and Title of Authorized Representative

6/11/24
Date

**ATTACHMENT III:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Zepstand, LLC
Name of Organization/Contractor(s):

N/A
SAM.GOV Unique Identity ID:

f. S. Johnson
Signature of Authorized Representative

Scott Johnson - CEO
Printed/Typed Name and Title of Authorized Representative

6/11/24
Date

ATTACHMENT IV: RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

(Attachment continued on next page)

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

ZapStar, LLC
Name of Organization/Contractor

[Signature]
Signature of Authorized Representative

Scott Johnson - CEO
Printed/Typed Name and Title of Authorized Representative

6/11/24
Date

**ATTACHMENT V:
DRUG-FREE WORKPLACE CERTIFICATION**

The ZapStand, LLC (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the ZapStand (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

ZapStand, LLC
Name of Organization/Contractor

[Signature]
Signature of Authorized Representative

Scott Johnson - CEO
Printed/Typed Name and Title of Authorized Representative

6/11/24
Date

**ATTACHMENT VI:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Zap5tand, LLC
Name of Organization/Contractor

[Signature]
Signature of Authorized Representative:

Scott Johnson - CEO
Printed/Typed Name and Title of Authorized Representative

6/11/24
Date

**ATTACHMENT VII:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

ZapStand, LLC
Name of Organization/Contractor

[Signature]
Signature of Authorized Representative

Scott Johnson
Printed/Typed Name and Title of Authorized Representative

6/11/37
Date

**ATTACHMENT VIII:
CERTIFICATION OF GOOD STANDING
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

X

The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation):

☐ Sole Proprietor

☐ Partnership

☐ Other

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

ZapStand, LLC
Name of Organization/Contractor

J. Scott Johnson
Signature of Authorized Representative

Scott Johnson - CEO
Printed/Typed Name and Title of Authorized Representative

6/11/24
Date

**ATTACHMENT IX:
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. Representatives from HUB vendors should identify themselves and submit a copy of their certification. This applies only to the Offeror and not a subcontractor.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency, among others. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

Firm must include a copy of its minority certification documentation as part of this solicitation to receive points in the evaluation.

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Authorized Signature

Typed Name

Date

ATTACHMENT X
NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

Note: The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following statements will be ineligible for consideration of contract award.

(Attachment continued on next page)

**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country. The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ **The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.**

Zgs Stand, LLC
Name of Organization/Contractor

[Signature]
Signature of Authorized Representative

Scott Johnson - CEO
Printed/Typed Name and Title of Authorized Representative

6/11/24
Date:

-OR-

☐ **The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.**

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

- A) means, with respect to the entity or association, to:
- I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
- I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☒ **The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

Name of Organization/Contractor

ZapStand, LLC
Signature of Authorized Representative

Scott Johnson - CEO
Printed/Typed Name and Title of Authorized Representative

6/11/24
Date

-OR-

☐ **The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, 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 with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

☒ **The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.**

2ap5 Hand, LLC
Name of Organization/Contractor

J. Scott Johnson
Signature of Authorized Representative

SCOTT Johnson - CEO
Printed/Typed Name and Title of Authorized Representative

6/11/24
Date

-OR-

☐ **The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.**

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center; font-size: 2em;">N/A</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center; font-size: 2em;">N/A</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center; font-size: 1.5em;">N/A</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">Date</p>		