



**MASTER SERVICES AGREEMENT #2025-003  
Gunshot Detection Systems**

**THIS MASTER SERVICES AGREEMENT** (“**Agreement**”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments** (“**NCTCOG**”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

**Wytec International, Inc.**  
 (“**Contractor**”)  
with offices located at  
**Attn: Gonzalo Loera**  
**19206 Huebner Road #202**  
**San Antonio, TX 78258**

**ARTICLE I  
RETENTION OF THE CONTRACTOR**

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-003 (hereinafter, “RFP”). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II  
SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by the Participating Entity. ~~Notwithstanding~~ ~~in~~ ~~doubt~~, the Contractor acknowledges that Participating Entity is under no obligation to execute

a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

## 2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).

## 2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

## 2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of the RFP.

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.

2.7.3 Contractor agrees to market and promotes the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base, such as, but not limited to via the Contractor's website. Contractor shall agree to follow reporting requirements and report sales made under this Master Services Agreement in accordance with Section 4.2.

## ARTICLE III TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **January 31, 2027** (the "Term"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three additional years, through **January 31, 2030**.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

3.2.1 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

#### **ARTICLE IV COMPENSATION**

4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity in accordance with billing terms as stated in Appendix A for each Scope of Service. If billing terms are not specified for a particular Scope of Service, then the Contractor will submit an invoice to the Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG  
ATTN: TXShare  
PO Box 5888  
Arlington, TX 76005-5888  
Email: [TXShare@nctcog.org](mailto:TXShare@nctcog.org)

#### **ARTICLE V SERVICE FEE**

5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.

5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.

5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

**ARTICLE VI  
RELATIONSHIP BETWEEN THE PARTIES**

6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

**ARTICLE VII  
REPRESENTATION AND WARRANTIES**

7.1 **Representations and Warranties.** Contractor represents and warrants that:

7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;

7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.

7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.

7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

**ARTICLE VIII  
CONFIDENTIAL INFORMATION AND OWNERSHIP**

8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on

disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

**8.2 Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

**ARTICLE IX  
GENERAL PROVISIONS**

9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments  
P.O. Box 5888  
Arlington, TX 76005-5888  
Attn: Charlie Oberrender  
(817) 695-9289  
[coberrender@nctcog.org](mailto:coberrender@nctcog.org)

If to Contractor:

**Wytec International, Inc.**  
**Attn: Gonzalo Loera**  
**19206 Huebner Road #202**  
**San Antonio, TX 78258**  
**(210) 702-3321**  
[giloera@wytecintl.com](mailto:giloera@wytecintl.com)

Contractor's sales contact (if different from above):

**Name:** William Gray  
**Email:** sales@wytecintl.com  
**Phone:** 888-284-4531

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation:

Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability with NCTCOG endorsed as a Named Additional Insured.

Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

Commercial General Liability policy with NCTCOG endorsed as a Named Additional Insured.

Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability with NCTCOG endorsed as a Named Additional Insured.

Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

- 9.5 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.6 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.8 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

## **ARTICLE X ADDITIONAL REQUIREMENTS**

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.



**10.9 Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.

**10.10 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.

**10.11 Civil Rights Compliance**

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter such litigation to protect the interests of the United States.

**10.12 Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color,*

*national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

### 10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### 10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

**10.15 House Bill 89 Certification**

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

**10.16 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.

**10.17 Certification of Fair Business Practices**

That the submitter affirms 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.

**10.18 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 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.

10.19 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 **Discrimination Against Firearms Entities or Firearms Trade Associations**  
Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

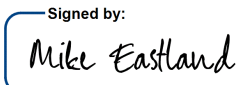
10.21 **Boycotting of Certain Energy Companies**  
Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 **Domestic Preference**  
As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Wytec International, Inc.**

**North Central Texas Council of Governments**

 1.24.2025  
Signature Date

Signed by:  
 1/28/2025  
Signature Date  
A4E72C1BEF0F426...

William H. Gray  
Printed Name

CEO  
Title

R. Michael Eastland  
Executive Director

**APPENDIX A**  
**Statement of Work**





## Wytec International, Inc.

### Statement of Understanding

Due to the demand and the increasing frequency of active shooter incidents, Wytec International Inc. has developed patent pending technology in a Gunshot Detection System and Sensors (WYTEC-GDS/SENS). These systems can be deployed in a variety of sites and buildings including but not limited to Schools, Hospitals, Airports, Warehouses, Commercial Offices, Public Buildings and Large Public Facilities.

Wytec's advanced gunshot detection system is achieving well over 90% true positive gunshot detection and over 95% true negative gunshot detection. Our tests have been measuring situational awareness of >94% true positive AND true negative within 5 seconds. Wytec guarantees to provide on-site authorities with a situational awareness of >80% true positive probability of gunshot detection within 10 seconds of the event. As a team-based system, multiple personnel contribute to the overall decision-making process by assessing live feeds of sounds and video including threat locations. As the situation escalates (or de-escalates), the WYTEC-GDS/SENS system provides updated threat data and analyses in real-time with the capability of adding various sensors dependent on need.

Below is a basic timeline for the installation process and timeline once awarded.

- Customer and Site needs addressed and discussed
- Quote provided based on price list and square footage Indoor/outdoor
- PO Awarded
- Project Meeting with all PMs (Project Managers)/POC's (Point of Contacts)
- Site Survey Conducted and Data collection on site
- Design for system developed and approved by customer
- Ordering of equipment and delivery dates acquired
- Coordination with PM, POCs and Installation Team for installation dates
- Install started and updates with main POCs throughout the project
- Commissioning and configuring once installed
- Data collection and customer walk through of site
- Training with customers for access to Application and system access
- Closeout package deliverables developed and sent to customers
- Invoice customer for payment for site

# **Gonzalo I. Loera III**

19206 Huebner Rd Ste.#202

San Antonio, TX, 78258

210-701-2636



[Giloera@wytecintl.com](mailto:Giloera@wytecintl.com)

## **Project Manager/ Senior Field Technician**

Over 10 years of experience in the Communications field, and 5 years project managing, maintaining, integrating, installation supervising, maintenance and complete turn key services in the Two-way radio, Cellular Enhancement, Gunshot Detection, and Private LTE fields.

<ul style="list-style-type: none"><li>• RFP Bidding and submittal of documentations needed</li><li>• Customer Support &amp; Customer Relations</li><li>• Two-way Radio Installation and maintenance. UHF-VHF</li><li>• After market and stock AM/FM radio installation</li><li>• Use of a volt and watt meters depending on troubleshoot</li><li>• Cellular Enhancement- Wilson, Surecall, Cel-Fi, Nokia, JMA, ADRF systems</li><li>• Electronics, switches, relays, and center console installations</li><li>• Troubleshooting of cable paths and installations</li><li>• Garmin, ICOP and TSO Mobile GPS installation and maintenance</li><li>• Certified in operation of scissor lifts, man lifts, bobcat skid loaders, fork lifts, and mini excavators</li></ul>	<ul style="list-style-type: none"><li>• Site logistics and asset inventory on a daily, monthly, weekly basis</li><li>• Project Management from start to finish of cellular enhancement and Private LTE Systems</li><li>• Coax, RJ45 Connector Terminations (manual and Prep tool)</li><li>• Gunshot Detection Integration and Installation</li><li>• Sub-contractor supervision and coordination on site</li><li>• Customer Coordination of Training on installed equipment</li></ul>	<ul style="list-style-type: none"><li>• Power Inverter Installation</li><li>• Data 911 fire department complete mobile computer docking stations, modems, power supply, running of coax and USB cords through vehicle and antennas ( including WI-FI and GPS)</li><li>• Coax and cat5e, cat6 cable runs through hospitals and numerous business facilities.</li><li>• Rebuilding of equipment to test with high pressures.</li><li>• Troubleshoot of antennas or coaxial cable not working correctly in vehicles and buildings.</li><li>• Installation of various antenna connectors depending on the cabling. Ex. TNC, BNC, PL259, Mini-UHF Assistance with Cellular System Designs</li><li>• Site Surveys and Data Collections</li><li>• Installation and maintenance of Public School Communication Systems</li></ul>
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## **Experience**

### **Wytec International Inc.**

**210-233-8980**

#### **Sr. Field Technician/ Project Manager**

**October 2018 – Present**

Work tasks include management of cellular and private LTE systems from start to finish with the use of multiple teams and various equipment (Cel-Fi, Surecall, Wilson, Cradlepoint, Ruckus, CIG, Sentinel, Nokia, JMA, Ignitenet, Siklu). Site surveys and data collection done on a regular basis on site before and after site completion. Quotes and Invoicing made for customers depending on scope of work. Safety Coordination with sub-contractors for site specific JSA's if needed. Customer relations and coordination throughout the life of the job for any issues. Badging and background check coordination with site P.O.C. for access to sites. Part vendor coordination with backordered equipment and inventory of stocked equipment for future jobs. The logistics, delivery, shipping and receiving of materials and equipment for each job. Coordination with contractors for job specific tasks, training needed or special badging. As Builds, Closeout packages, design changes, collection of data (RF signals, Pictures of mounted headend equipment, in-building equipment, antennas) for customer sign off. The installation and maintenance of a fixed wireless system in Columbus, Ohio and San Antonio, Texas. Various tasks needed including antenna alignment, cable runs, and troubleshooting.

- Project Management
- Sub-Contractor Supervision
- Customer Coordination
- Safety Coordination for sites
- Troubleshooting of equipment
- Remote Monitoring and support
- Inventory, Shipping, Receiving and Delivery
- Vendor and Supplier coordination



## **City Of Helotes- Helotes, Texas**

**210-695-8877**

### **Public Works/ Maintenance**

#### **October 2017- October 2018**

Work tasks included the building maintenance of city facilities, roads and right of way on streets. First responder to road closures and weather-related emergencies. Installation of vehicle lights and electrical troubleshooting when needed. Street light maintenance and program troubleshooting for school zone, flood zone and street lighted signs. Asphalt repair, replacement, and installation on city roads. The use of various equipment including Bobcat Skid Loader, Ventrac Compact tractor, John Deere tractor, golf carts, Scissor Lifts, Man Lifts, Dump truck, Water Truck, trailers, and forklift. The use of concrete, power tools and various materials for day to day work tasks. The use of Cartograph software to report, graph, assign, manage, and schedule daily tasks or future work.

## **S & P Communications- San Antonio, Texas**

**210-656-5073**

### **RF Field Technician**

**June 2011 - July 2012**

**June 2015 –October 2017**

Working for S & P Communications I was able to showcase my skills in being a versatile technician and installing complete radio systems for schools, factories, and many industrial buildings. Including Cell phone boosters in vehicles and for industrial sized companies. Coaxial cable- Heliacx, Hardline, RG8, LMR400, LMR200, Yagi antennas, various connectors including PL-259, N-type, UHF Mini crimp types, screw types, solder types and any connectors needed to get the equipment installed.

- Working with a team to complete the many jobs in a fast and accurate method.

- Two-way Radio installation and removal of equipment in mobile and industrial buildings.
- Installation of Antennas on towers, in buildings, on top of buildings, houses, hospitals, Admin. Buildings, Businesses and rural areas.
- Inventory on supplies and equipment before and after jobs
- BDA installation for two-way radio and cellular in industrial buildings and schools including cable runs throughout buildings using schematics and drawings. Antenna installation using small to medium size towers and or on buildings.
- Testing lines using equipment to sweep lines to verify strength and accuracy.

## **Bass Fishing & Rentals (Oil & Gas Energy Services)**

**361-207-0934**

### **Hydraulic Choke Flowback Jr Operator (Completions)**

**April 2013 – April 2015**

- Properly rig up and down of equipment to designated tanks and well heads using iron and hoses for fluids to be extracted from well. Troubleshooting various problems that arise during a Flowback of a well including the plugging up of sand, trash, plug parts, metals, cement, and any other fluids involved in the oil production process.
- The understanding of how constant flow works and keeping a steady rate for the remainder of the job to complete the job.
- Mechanical understanding of how Hydraulics and the equipment are being used to open and close valves in a fast effective and safe way.
- Rebuilding of valves and components in a stressful environment while retrieving fluids.

## **Baptist Health Systems- San Antonio, Texas**

**210-297-9700**

### **Desktop Computer Technician/Asset Management**

**June 2012 - April 2013**

While working for the IT department at Baptist Hospital I learned and put in to use many skills involving information systems and all the latest computer technology at the time. Including virtualization of older computers, some networking and installation of new computer systems desktops and servers. The running of cat5, cat6 cables and fiber optic cables throughout the data centers. All work was done individually and with a group of IT Technicians when jobs were on a time crunch. Asset management was also a key part of my job description regarding installing new computers and inventory of old equipment used for other purposes.

- Good Communication Skills between co-workers and admin. team
- Able to troubleshoot problems quick and effectively for least amount of downtime while working on other problems
- Flexible schedule to maintain a productive environment
- Organized meetings with others for future server installations and new products

with vendors.

## **Industrial Communications—San Antonio, Texas**

**210-226-3682**

### **Installation Technician / Shop Technician**

**December 2008 - June 2011**

**January 2006 - October 2007**

Maintenance and Installation of two-way radio in personal and industrial size vehicles (including bucket trucks, commercial vans, and full size pickups). Also utilized as a road technician for service calls including repairs, new installs and for pickup and delivery of portable radios.

- Installation and maintenance of two-way UHF and VHF radios
- Installation and maintenance of G.P.S. systems
- Installation and maintenance of emergency lights (including strobe lights, amber lights, LED lights,
- Installation and maintenance of toggle switches, relays, lighted switches, and police light bars
- Programming of police light bars- CenCom Gold program, Whelen lightbar, HHS 2000 siren box.
- Complete Radio systems for industrial sized buildings and factories including Intel, Samsung, Frito Lay, Motorola, CPS, SAWS, SAPD, Bexar County, Atascosa County.
- Customer Service, questions, concerns, complaints, service issues, radio placement, speaker placement
- Assisted with the running of coax and cat5 through hospitals and various businesses.
- The use of various tools and power tools and parts in order to get the install done.
- Custom Fabrication and Install of mounting brackets for unique installs on vehicles and industrial size buildings and factories.

## **Toyota Texas Manufacturing Company**

**210-263-4000**

**Assembly Line Laborer**

**October 2007 - December 2008**

- Assembled Toyota tundra trucks
- Thoroughly trained for the assembly of building a Toyota truck on an assembly line
- Used various power tools and mechanical assisted tools to build trucks
- Extensive training on the Toyota way of working, most commonly known as the Keizan way or continuous improvement.
- Gained experience in working together with a team of 60 members per assembly line.
- The lifting of heavy equipment continuously throughout the day.

## **Education**

CASA GRANDE UNION HIGH SCHOOL– CASA GRANDE, ARIZONA - High School Diploma, General Studies, 06/2003

## **Character References**

Rodger Ward (IT Info Systems)- 14 years  
San Antonio, Tx (210)244-3235

Dennis Schroeder (Self Employed)- 20 years  
San Antonio, Tx (210)332-8356

Juanita Lara (Home Health )- 15 years  
San Antonio, Tx (210)552-2494

Joe Lara (Energy, Oil & Gas)- 15 years  
San Antonio, TX (903)279-1730

Michael Schroeder (Communications)- 20 years  
San Antonio, TX (210)685-4793

Ricardo Reyna (Communications)- 12 years  
New Braunfels, TX (830)822-8771



# Richard L. Simpson

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4462 S Shields

312-239-8811

Rick.simpson8@gmail.com

## Overview

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My body of work will show a history of innovation, network deployment, thought leadership and services creation in the Wireless Telecom industry spanning 30 years. My most recent accomplishments occurred in the areas of consulting strategy for 5G, Private LTE, and IoT.

## Professional Achievements

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### Professional Services

- *Systems Integration* – as the CEO of 3G Applied Technologies I was responsible for creating, marketing and selling systems integration services to small businesses. I had the tough task of trying to stand out in an industry full of service providers in the Electronic Systems Contractor industry. I found my niche by adding the concept of “Integrating Green” into my portfolio and was one of the nation’s pioneers in the “Integrating Green” space. This idea gained me national recognition and earned me an invitation to give a Keynote at the 2007 CEDIA Management Conference in Arizona.
- *Eventimization* – Identified the opportunity, built the cost model, wrote the service description, priced, named, created marketing collateral, and successfully positioned this stand-alone service in a professional service resistant environment at ISCO International. This stand-alone service is professional sports venue focused in 35 NFL cities. The service targets large events where wireless carriers desire an optimized RF environment creating a much better subscriber experience on their networks during the event. This service was most recently sold in support of the 2017 Superbowl at NRG stadium. The service was also sold in support of the Superbowl for 2012 and 2013.

## Technical Innovation

- Smart Home, Green+Wired – Project Managed and Performed the system integration for the nation's first 100% IP, Platinum LEED Certified, Green and sustainable smart home for the Museum of Science and Industry in Chicago. This home features Lutron, NetStreams, LifeWare and Nuvo systems. (See <http://www.nxtbook.com/ssp/LCE/LCE0708-0808/index.php?startid=36>)
- Creation of FFM (Field Force Manager) – conceptualized designed and project managed the development of an RFID based telematics field force management system for Lucent Worldwide Services.

## Patents

- US7567811B2 – Solution to efficiently manage the mobile Field Force and inventory all vehicles in fleet in real time using M2M and RFID technologies.

## Skills & Certifications

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- Certified Convergence Technology Professional
- KT troubleshooting certified
- Cisco Sales Expert (CSE)
- Cisco Express Foundation for Account Management (CXFA)
- Certified RFID+
- Certified DHTI+
- Microsoft Office Proficient
- TCP/IP Proficient
- People and Project Management
- Public Speaking – Delivered Day 2 Keynote at CEDIA Management Conference in 2009
- Exceptional presentation techniques

## Work History

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*Consulting Principal* NetHead Consulting

Chicago, IL Sept 2021 – present



Represent Orion, Black Star tech, and Lemko Corporation in design, development, and deployment of Private LTE Networks and applications in Bands 48 and 71. Act as Technical front man interfacing with customers Constellation Energy, ComEd, and Bruce Power.

Design appropriate support infrastructure configuration for security compliance in Nuclear plants to satisfy over 200 security controls.

Design Orion data center to support Constellation IoT sensor network.

Lead the development of applications like Wireless Edge Alerting Geofence, Drone security and surveillance over LTE, and Radiation detection.

*Director of Innovation & Product Management/Corporate Advisor SAC Wireless Chicago, IL Sept 2017 – Sept 2021*

Drove deployment service opportunities from concept to market through Product Management discipline. Created several brands including EDG (<https://sacw.com/services/edg/>) and "Boot, Networks on the spot". Served as advisor to Chief Strategy Officer and contributed to corporate strategy.

*Sr. Field Operations, Deployment and Customer Support Manager ISCO International Chicago, IL June 2013 – 2017*

Manage field force, internal and 3<sup>rd</sup> party supplier resources, to deploy ISCO products into the RAN portion of tier 1 carrier networks. Provide support of spectrum conditioning solutions installed into AT&T and Verizon Wireless networks to include Macrocell, DAS and RRU interfaces. Ensure that multidimensional deployments are delivered on time and under budget for high profile events and venues for Large wireless service providers.

*CEO, 3G Applied Technologies Chicago, IL August 2007 - December 2013*

*Enterprise Systems Designer/Integrator*

- Performed all business development duties and funnel management.
- Designed and deployed IP based architectures and small business solutions.

- Created home automation solutions using IoT and sensor technologies.
- Wrote all proposals, contracts and created all marketing materials, performed some sales duties, performed some engineering tasks.
- Featured in Residential Systems Magazine
- Featured in Luxury CE Magazine

*Distinguished Member of Consulting Staff (Global RFID) Alcatel-Lucent Chicago, IL December 2004 – December 2007*

#### *RFID, E911 and Location Based Services*

- Managed a team to create and deliver services around RFID, E911 Rehomes and Location Based Services.
  - Created Field Force Manager during this time. Used RFID and LBS technology as enabler.
  - Designed program to audit network, tools, technician's vehicles and warehouses to better manage field force, spares, and supply chain using RFID as an enabler.
- Build RFID prototype and services concept. Deliver on E911 project to Cingular Wireless for GSM, TDMA and UMTS.

Direct interface to all Service bureaus including TCS and Intrado. Train team on E911 architecture and call flow.

Continued to explore location based Service opportunities.

Manage Rehome operations from GSM to UMTS.

*Member of Consulting Staff Lucent Technologies Chicago, IL April 2003 – December 2004*

#### *Managed Services*

- Consult with development groups to create wireless managed service offerings across vendor platforms. Deliver demonstrations and presentations to all wireless customers globally. Consult with customers, sales and development. New services introductions. Provide consultation on new and emerging technologies such as RFID, BSC/Node B architectures, Location Based technologies and Field Force Management Technologies to create new services. Continue to develop Field Force Management technology. Consult with all sales organizations on service strategies. Respond to RFP, RFI and RFOs as necessary. Act as lead BSS consultant for Managed Services organization to interface with Telecom New Zealand.

*Sr. Manager/Project Management* Lucent Technologies Chicago, IL April 2001 – April 2003

Managed wireless professional services portfolio to build on initiative to become a deployment services led entity within Lucent Worldwide Services. My services portfolio was worth \$20M/yr. Services included: Packet pipe engineering, Data translations Capital Investment Modeling, Wireless Reality, Radio rehomes and Radio harvesting.

*Technical Support Manager* Lucent Technologies Chicago, IL April 1999 – April 2001

#### *BSS/BTS Network Engineering and Field Engineering Services*

- Designed this team to provide end to end support for base station deployment and engineering for AT&T Wireless Services' Voice Path Pricing program. Across the TDMA and GSM platforms. Served as SME and trained staff on BTS Engineering concepts for TDMA and BSC/Node B concepts for GSM. Built tools and staff to decode AWS' FOD (Forecast of Demand), to determine BSC and BTS hardware needs to support FOD, properly distribute outputs to begin implementation of FOD. Provide engineering services for new growth as well as existing sites. Manage, train and coach two diverse teams in Network Engineering and Field Engineering. Design and build infrastructure to support the GSM 2000 product line and integrate the BSC into the Voice Path Pricing business model. Provide account team support. Serve as Engineering figurehead and SME (Subject Matter Expert) for AT&T Wireless nationwide.

*Wireless Technical Support Engineer* Lucent Technologies Chicago, IL 1997 - 1999

*BTS Support Engineer* Lucent Technologies Chicago, IL 1996 – 1997

*Cellular System Technician* Southwestern Bell Mobile Systems Oklahoma City, OK 1994 – 1996

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## Education

Langston University Langston, Oklahoma 1990 – 1994

BS Industrial Technology

## Summary

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Most of my career as a professional in the wireless industry has been spent on the OEM side in a leadership role deploying, engineering, and managing wireless access network technologies. I'm proud to say that I have experienced the wireless industry from the beginning, from AMPS to LTE to 5G and over the years I've collected and nurtured relationships with deployment and project management organizations that have enabled me to deploy networks on a large scale nationwide. My core strengths are leadership, technical Innovation, and project management.



Project: Laredo Independent School District  
RFP-19-027 – Quatra 4000/Cel-fi- GO G43  
Awarded 3 year contract and 2 year extensions fulfilled

Reference: Martha “Marty” Cantu  
Technology Network Coordinator 2001  
Cedar Ave.  
Laredo, Texas 78041  
(956) 273-1371  
(956) 251-4889  
[mecantu@laredoisd.org](mailto:mecantu@laredoisd.org)



Project: UMB Bank Technology Center, Kansas City, MO  
Quatra 2000 Installation, Maintenance and monitoring  
Service Agreement renewed and active

Reference: Jeff Adams  
Technical Support Engineer – Lead  
1008 Oak Street  
Kansas City, MO, 64106  
(816) 860-7615  
[Jeff.Adams@umb.com](mailto:Jeff.Adams@umb.com)



Project: Fountain Place, Dallas, TX  
Quatra 2000 Installed – Contract Fulfilled

Reference: Benjamin R. Mullenix  
Goddard Investment Group, LLC  
Project Manager  
(404) 606-0454  
[bmullenix@goddard-group.com](mailto:bmullenix@goddard-group.com)



Project: NASA, Johnson Space Center, Houston TX  
Quatra 2000 Installations - Contracts fulfilled

Reference: Elton Glaze  
Facility Manager  
2101 Nasa Parkway B-21  
Houston, Texas, 77058  
(281) 244-1688  
Elton.l.glaze@nasa.gov





Project: Southwest ISD Texas Remote Learning Project  
Bexar County Digital Divide-Private LTE Network  
(RFP) No. SwRI-16-20-R21077  
Private LTE remote learning - 2 year contract fulfilled

Jeff Powell  
210-380-0123  
11914 Dragon Lane,  
SA, TX 78252, Building 202



Project: Laredo Independent School District  
RFP-19-027

Problem: Safety concerns for students and teachers due to lack of Cellular service within the Laredo School District.

Solution: Install Cel-Fi by Nextivity QUATRA 4000 systems in buildings throughout the campus to improve cellular coverage for all 3 US carriers. Wytec International was selected to install district wide the same Cel-Fi solution for buildings designated by the district using, By square foot pricing.

Results: Cellular signals have been vastly improved in all the buildings completed to date. Work continues at several additional buildings, and all installed systems are monitored daily, with software updates automatically downloaded as they become available. Any hardware issues are reported through the Cel-Fi Wave Portal and notifications are made to the Wytec Network Operations Center and typically can be resolved remotely. Service calls are performed if the issue cannot be resolved using the remote cloud portal.

Reference: Martha "Marty" Cantu  
Technology Network Coordinator 2001  
Cedar Ave.  
Laredo, Texas 78041  
(956) 273-1371 (956)  
251-4889  
[mecantu@laredoisd.org](mailto:mecantu@laredoisd.org)



**Project:** UMB Bank Technology Center, Kansas City, MO

**Problem:** The employees of UMB Bank at the Technology Center in downtown Kansas City, MO were unable to use their mobile devices inside the new building. This caused missed calls, drained mobile phone batteries and many other issues for the staff in the building.

**Solution:** Install Cel-Fi by Nextivity QUATRA 2000 systems throughout the building to improve cellular coverage for all four US carriers. Wytec was selected by UMB to deliver the Cel-Fi solution.

**Results:** The downtown Kansas City cellular signal environment is very complex with many different cellular signals visible from the roof top of the building. Using the Cel-Fi LPDA antennas allowed us to isolate these signals and deliver a consistent signal in the occupied space. Once the Cel-Fi system was online, the difference was notable, and all mobile devices were working normally.

**Reference:** Jeff Adams  
Technical Support Engineer - Lead  
(816) 860-7615  
1008 Oak St., Kansas City, MO, 64106  
Jeff.Adams@umb.com



**Project:** Fountain Place, Dallas, TX

**Problem:** The underground parking garage at Fountain Place, a 58-story building in Dallas TX, had no cellular coverage at all. Tenants were complaining about lost calls and the owner needed a solution to this problem.

**Solution:** Install Cel-Fi by Nextivity QUATRA 2000 systems throughout the three underground parking and service levels to improve cellular coverage for all four US carriers. Wytec was selected by Goddard Investment Group, the building owner, to deliver the Cel-Fi solution.

**Results:** The Cel-Fi solution for Fountain Place is an extremely complex one with donor antennas mounted on the top of the parking garage approximately 10 floors above the service level. There are twelve QUATRA 2000 Network Units providing services for the four carriers.

**Reference:** Benjamin R. Mullenix  
Goddard Investment Group, LLC  
Project Manager  
(404) 606-0454  
[bmullenix@goddard-group.com](mailto:bmullenix@goddard-group.com)



**Project:** NASA, Johnson Space Center, Houston TX

**Problem:** Many buildings at Johnson Space Center in Houston TX have issues with cellular coverage. Employees, contractors and visitors complained about the coverage issues and were unable to complete their work due to the poor cellular coverage.

**Solution:** Install Cel-Fi by Nextivity QUATRA 2000 systems in select buildings throughout the campus to improve cellular coverage for all four US carriers. Wytec partnered with SAIC under their contract with NASA to provide coverage to a select group of buildings throughout the NASA JSC complex. While each project was completed separately, Wytec was selected each time based on the technical requirements and the best cost option for the government.

**Results:** Cellular signals have been vastly improved in all the buildings completed to date. Work continues at several additional buildings, and all installed systems are monitored daily, with software updates automatically downloaded as they become available. Any hardware issues are reported through the Cel-Fi Wave Portal and notifications are made to the Wytec Network Operations Center and typically resolved prior to anyone at JSC noticing.

**Reference:** Elton Glaze  
Facility Manager B-21  
(281) 244-1688  
2101 NASA Parkway B-21, Houston, Texas, 77058  
Elton.l.glaze@nasa.gov



**Project:** Southwest ISD Texas Remote Learning Project  
Bexar County Digital Divide-Private LTE Network  
(RFP) No. SwRI-16-20-R21077

**Problem:** Students in underprivileged areas needed remote learning capabilities in order to continue learning during the Covid-19 pandemic. Some students did not have access to the internet in their personal homes.

**Solution:** The use of Nokia Fastmile to provide a Private LTE Network using Southwest ISD Schools Network using a Microwave HOP from a School Campus to a Water tower and from the Water Tower to Student Homes using CBRS frequencies.

**Results:** Using Nokia Fastmile, Wytec Intl. was able to provide a Private LTE Network using Southwest ISD's Network and was used to facilitate their need to get internet to students that did not have access to the internet.

**Reference:** Southwest ISD Texas  
Jeff Powell  
210-380-0123  
11914 Dragon Lane,  
SA, TX 78252, Building 202



# TAB G - Wytec Exhibit 4 – Attachment 5.1.1-1

## Wytec GDS System Overview

Wytec has designed an advanced gunshot detection system that is achieving well over 90% true positive gunshot detection and over 95% true negative gunshot detection in real-life environments such as schools, playgrounds and hospitals. HOWEVER, Wytec’s system is not autonomous. It purposely integrates and requires real-time, on-site human actions to evaluate and assess the level of the threat and thereafter take the necessary courses of action such as calling 911 or alerting other key personnel or de-escalating an issue.

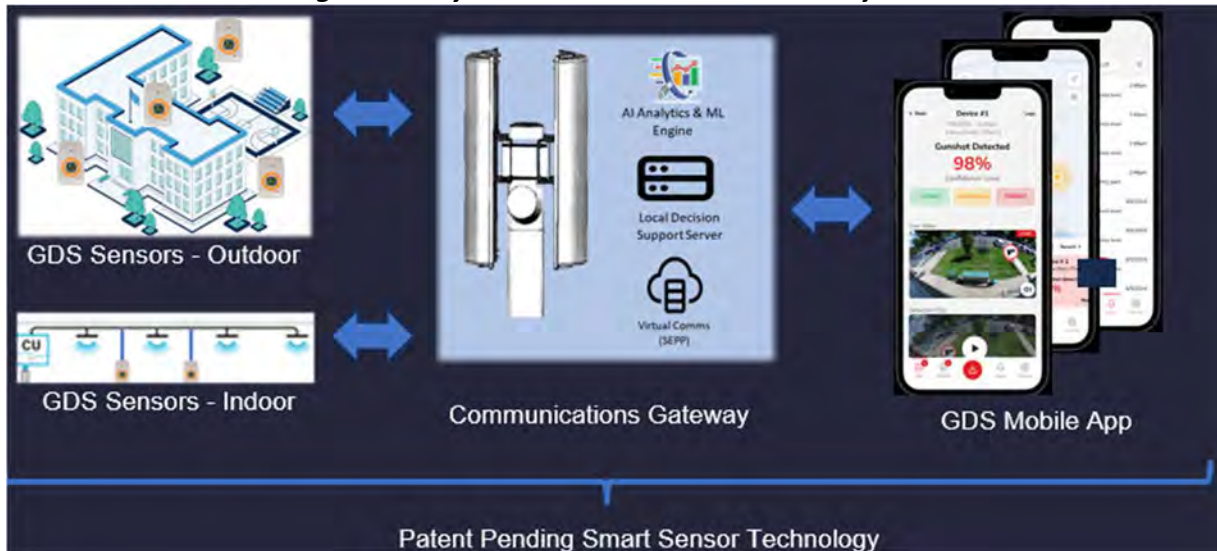
Wytec understands that threat detection will never be 100% accurate, so our systems require collaborative human intervention to perceived and real threat situations. It is critical that authorized and qualified personnel determine the best course of action such as reaching out to first responders and other emergency personnel or on the other hand declaring a false alarm. As a team-based system, multiple personnel contribute to the overall decision-making process by assessing live feeds of sounds and video including threat locations. As the situation escalates (or de-escalates), the Wytec system provides updated threat data and analyses in real-time.

Wytec guarantees to provide on-site authorities with a situational awareness of >80% true positive probability of gunshot detection within 10 seconds of the event. Our tests have been measuring situational awareness of >94% true positive AND true negative within 5 seconds.

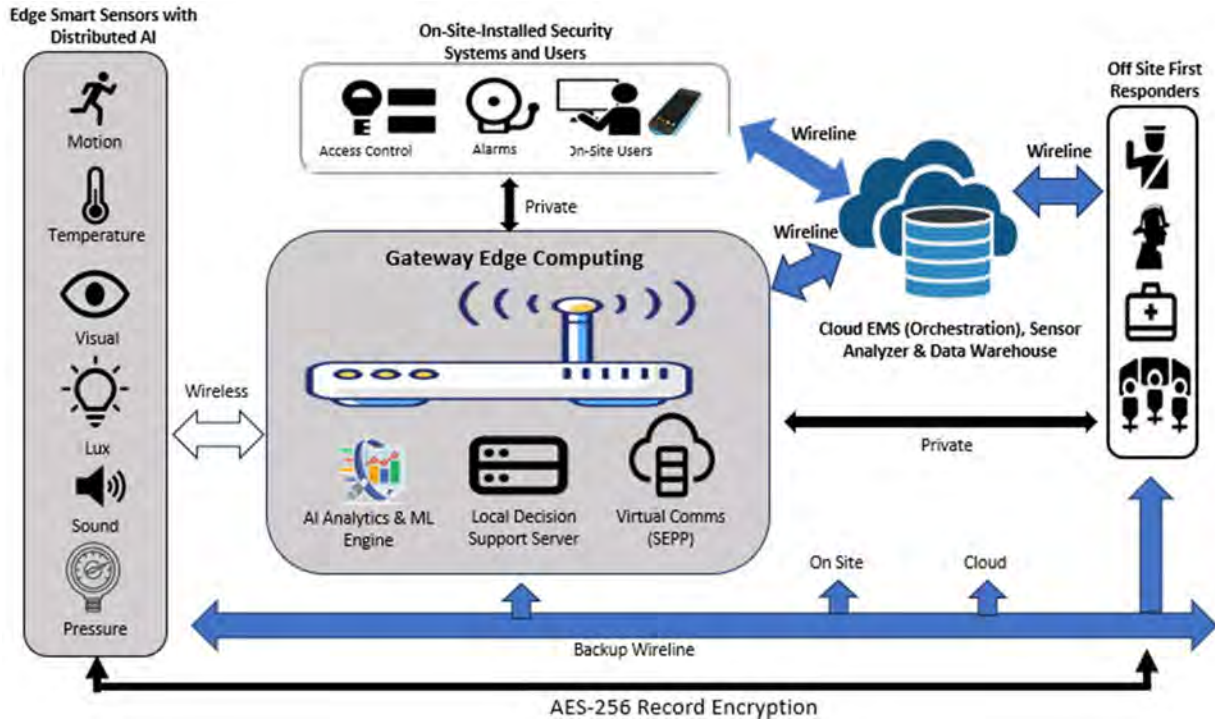
Our technology incorporates advanced AI/ML technologies and chipsets (NPU + MSM) with high fidelity microphones. Based on a combination of 14-layer Convolutional Neural Networks and Support Vector Machines, our on-site databases are constantly refined by constantly measuring background noises at and adjusting our algorithms accordingly.

Wytec will be demonstrating our Pilot GDS in five schools in Central Texas in 2Q2025 as a part of our contracted installation of in-building cellular distributed antenna systems.

**Figure 1 - Wytec’s Pilot GDS Smart Sensor System**



**Figure 2 - Wytec's Commercial Smart Sensor System**



## Wytec GDS Smart Sensor

The initial size of the Wytec GDS Smart Sensor is like a household smoke detector and comes in indoor and outdoor configurations. It is designed for Power Over Ethernet operations (or a separate 48 VDC power supply) and can readily integrate with Ethernet cables currently installed in each facility.

The sensors support multiple communication methods including 4G LTE (with SIM card and modem), WiFi or Ethernet. Additionally, each sensor has a battery backup and a USB 2.0 connection to support supplemental systems such as video cameras, motion sensors, speaker systems, actuators, lighting, etc.

**Table 1 – GDS Smart Sensor Key Specifications**

Design	Capability
MCU/NPU	8-13 TOPS
Internal Storage	8 GB SDD with NAND Flash Memory
External Storage	MicroSD Card
RAM	4 GB
Microphone	Omnidirectional MEMS with Gain Control
ADC	48 kHz, 32-bit
USB 2.0	Video, images, actuators, signage
LTE	SIM Card with CAT1 Modem with External Antenna
Ethernet	CAT5/6 with PoE 100/1000
WiFi	802.11ac



Indicators	LED for On/Off
Power	48 VDC with Battery Backup
Video	10 second Storage

Wytec’s GDS smart sensors can be reconfigured in-place and remotely programmed for detection of a variety of multiple threats planned for future development.

**Table 2 – GDS Smart Sensor Supplemental Threats**

Supplemental Threats	Examples
Chemical	THC, nicotine, sarin, CO, CO2, ammonia, chlorine, flammables, etc.
Biological	Anthrax, botulism, plague, smallpox, tulameria, hemorrhagic fever, etc.
Thermal	Fire, smoke, radiation, steam, humidity
Radiation	Alpha, beta, gamma, x-rays
Others	Pressure, motion, light, flood, HazMat, etc.

## Wytec Private LTE Network by Lemko

Wytec has partnered with the Lemko Corporation to supply the centralized GDS smart sensor mobile wireless communications system.

Lemko Corporation’s EZ LTE Solution is an advanced 3GPP compliant non-line of sight mobile wireless infrastructure platform designed specifically for enterprises and wireless broadband providers operating in the CBRS band (Band 48 in the U.S.) and Band 42 and 43 internationally.

This solution highlights Lemko’s unique architecture for integrating various communications and collaboration applications into streamlined, ruggedized nodes for scalable mobile wireless networks. These self-enclosed nodes are ideally suited for outdoor and indoor installations where meeting clients’ mobile wireless network technology goals and business objectives are of the utmost importance.

Cloud-based interfaces and applications support subscriber management, policy/charging control, reporting and monitoring. Each EZ LTE is rated up to 2W RF power and supports voice, SMS, high speed data, video calls and data handoff.

**Table 3 – Lemko Private LTE Key Specifications**

Design	Capability
Transmitter RF Power	Up to 2W (or ≈ 1.8 miles, non-line of site)
Bandwidth	5/10/15/20 MHz
Throughput	90 Mbps DL & 30 Mbps UL (20 MHz)
Capacity	96 Active Users per Sector
Mounting	Light/Utility Pole
Connection	Ethernet
Size	12 x 9 x 5 inches
Weight	< 5.5 kg
Power	48 VDC

Power Dissipation	55W @ 100% RF Load LTE
Temperature	Outdoor -45C to +55C
Waterproof	IP65
MTBF/MTTR	>350,000 Hours/1 Hour
Availability	99.9997%

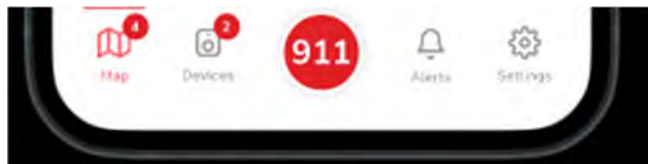
**Figure 3 – Lemko EZ LTE Solutions (Outdoor, Indoor, Pole Mounted)**



## Wytec Mobile App for Administrators

Wytec’s mobile application for administrators is designed to operate on any commercial wireless phone or tablet. The mobile app consists of four control screens and a “911” dial up button at the bottom of all screens and windows.

**Figure 4 – Wytec Mobile App 911 Button**



### Main Screen – Screen 1

Screen 1 is the overall map view of the installed sensors highlighting the state of the threat detection (red, yellow, green). The screen also includes the status of each sensor (ordered from red to green) with the time, the confidence level of the threat, the device number, and any actions taken by authorized personnel. Upon selecting the sensor of interest (on the map or on the listing), the user is presented with a video, image and sound view of the threat including the date, time, location, device number, confidence level of the threat, type of threat and a live feed of the video, playback of the threat (video and sound 5 seconds before to 5 seconds afterwards).

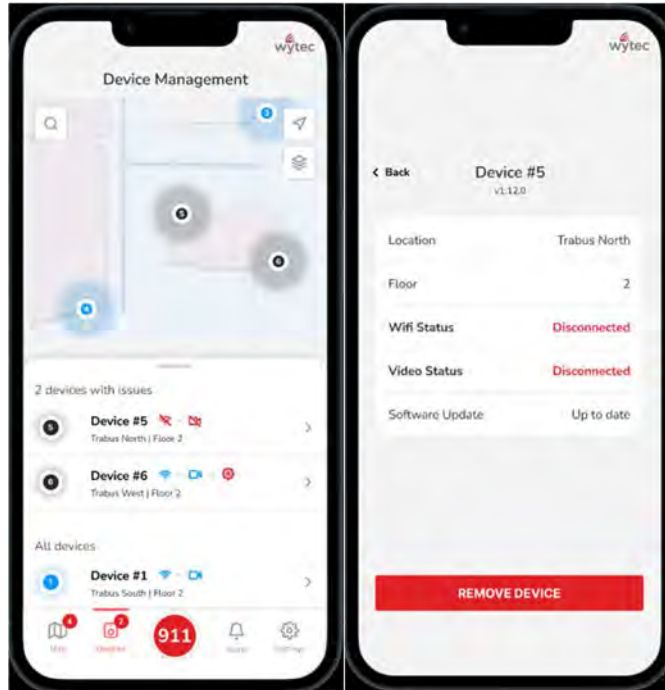
**Figure 5 – Wytec Mobile App Main Screens**



Screen 2 – Sensor Status & Settings

Screen 2 is a map and listing of the installed sensors including the operational status of each when selected.

**Figure 6 – Wytec Mobile App Sensor Status & Settings Screens**



### Screen 3 – Alert Logs

Screen 3 is a listing of the alerts (all, device or staff) sortable by time. When selecting an alert, details are presented to the user including detection video clip, threat location, device name, date, time, incident type, confidence level, cleared at, cleared by and alert type and timestamp.

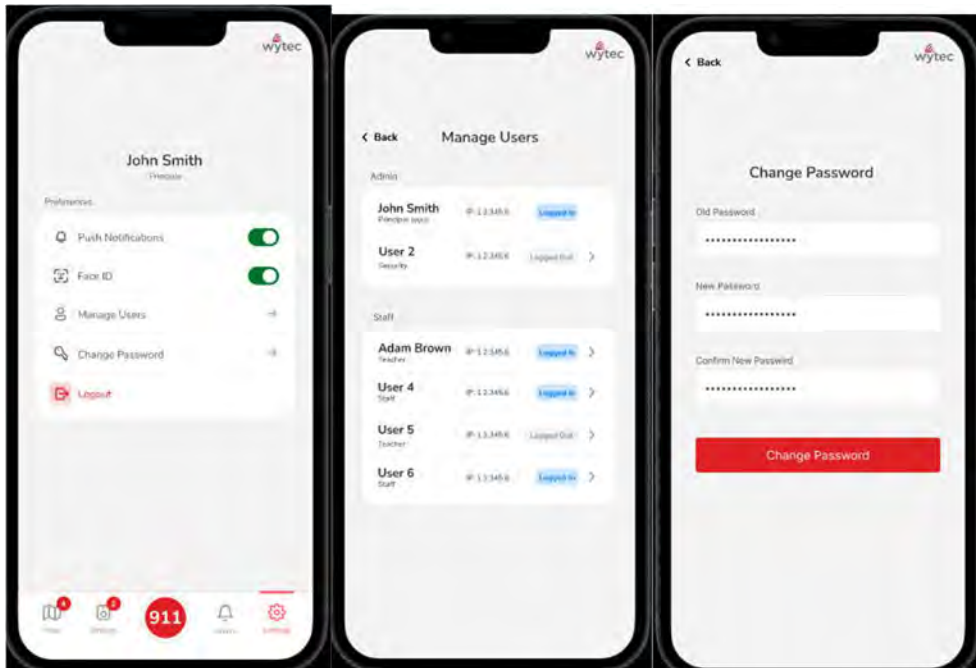
**Figure 7 – Wytec Mobile App Alert Logs Screens**



### Screen 4 – User Settings

Screen 4 is the user settings including name, title and settings for push notifications, face ID, manage users, change password and logout.

**Figure 8 – Wytec Mobile App User Settings Screen**



# On-Premise Cloud Management & Control System

Wytec’s partnership with Lemko Corporation also allows our GDS Smart Sensor System to utilize customized data visualization services to design a cloud-based Network/Element Management System.

The Data Visualization Dashboard includes:

- A topographical view of the entire campus with all LTE sites and sensors highlighted
- Color coding to rapidly identify areas for focus
- Drill down in any LTE sector, building, asset or sensor

**Figure 9 – Cloud Data Visualization Dashboard**



The Data Driven Decisions Dashboard includes:

- Real-time tracking of sensor status (online, offline, malfunctioning, etc.) allowing for quick identification of failures or anomalies in the system, ensuring immediate corrective action can be taken.

**Figure 10 – Cloud Data Driven Decisions Dashboard**





# TAB G - Wytec Exhibit 4 – Attachment 5.2.2-1

## Supplemental Smart Sensor Capabilities

As noted in 5.1.1, Wytec’s GDS smart sensors can be reconfigured in-place and remotely programmed for detection of a variety of multiple threats planned for future development and availability.

For schools, the use of vapes (i.e. – e-cigarettes) supplemented with THC increases the failure rate of students in class resulting in lost revenues and increased counseling. Monitoring this activity requires use of teachers posted at every bathroom which reduces the teachers’ time to prepare for classes, grade papers and be available for office hours. Parents and administrators need help in detecting this behavior while at the same time protecting the privacy of individuals. In 2025, Wytec will finalize our patent pending particulate detection technology to support school efforts to detect and curb the use of illicit drugs such as THC.

Wytec is pleased to offer the following additional threat detection capabilities in conjunction to the core gunshot detection sensors.

**Table – GDS Smart Sensor Supplemental Detection**

<b>Supplemental Sensor Category</b>	<b>Planned Capabilities</b>
Chemical	THC, nicotine, sarin, CO, CO2, ammonia, chlorine, flammables, etc.
Biological	Anthrax, botulism, plague, smallpox, hemorrhagic fever, etc.
Thermal	Fire, smoke, radiation, steam, humidity
Radiation	Alpha, beta, gamma, x-rays
Others	Pressure, motion, light, flood, HazMat, etc.

In addition to smart sensor supplemental detectors, Wytec’s smart sensors are designed to manage and control actuators for the opening, closing, locking and unlocking of gates, windows and doors.

In conjunction with Wytec’s proposed GDS systems, we look forward to working with customers to define requirements for the management and control of third-party controllable actuators. Wytec’s GDS Mobile App (and on-premises Server system) with actuator option will be used by on-site authorities for local management and control.

## School Traffic Management

Wytec's smart sensors are also designed to manage and control a variety of ancillary products signage, lights, speakers, etc.

Schools particularly are challenged at least three times a day in the morning at the start of school, lunchtime and at the end of school with a significant increase in traffic within school property as well as adjacent streets around the school.

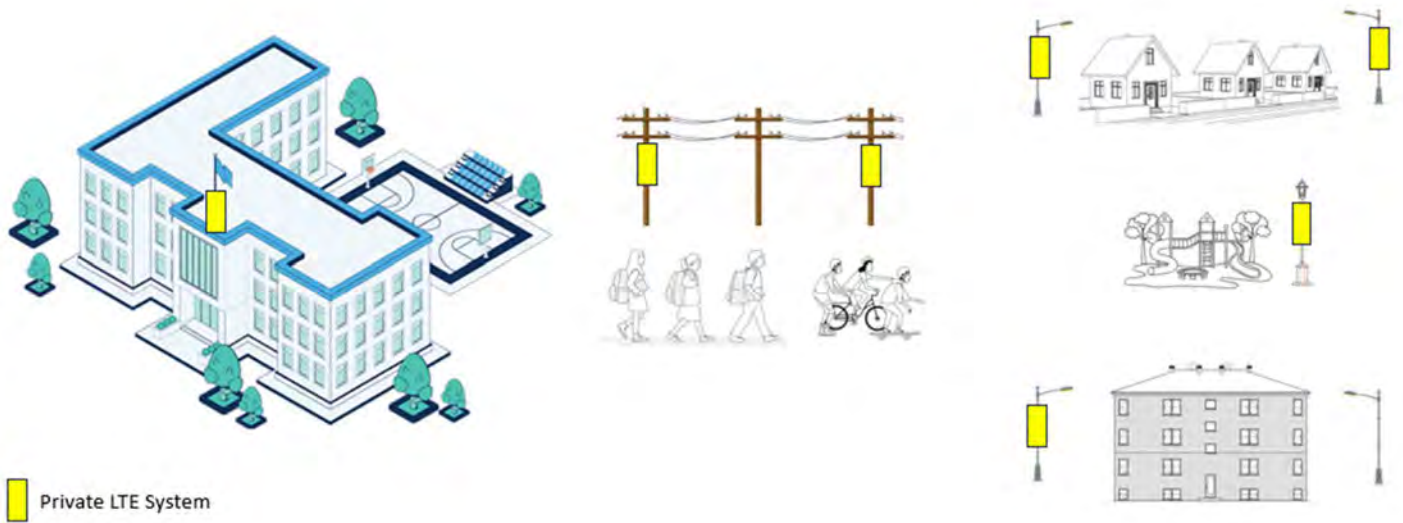
Since each of our smart sensors have a CPU/NPU pair and expandable memory supporting several interfaces (i.e. – mobile wireless, Wi-Fi, Ethernet, Bluetooth) with a battery backup, authorities have on-site control via the Wytec GDS Mobile App. With embedded real-time, local processing combined with programmable AI/ML algorithms and databases, our smart sensors can support traffic management (i.e. – cars, bicycles, e-bikes, skateboards, scooters, pedestrians) by detecting potential accidents and triggering lights, signage or speakers to manage traffic and prevent accidents or near misses.

Critical to traffic management is the integration of video cameras for data collection as well as video recording of any triggered events (with 5 second past through 5 seconds after the event). As our AI/AL algorithms and databases expand, Wytec plans to incorporate verification and validation of critical data such as license plate reading, vehicle identification and facial recognition.

## Remote Learning

Wytec's partnership with the Lemko Corporation allows us to offer full mobile wireless products and services through a customer Private 4G LTE system providing outdoor (and some indoor) coverage of over 3 sq mi per sector. Wytec's Private 4G LTE system can cover school grounds, streets and sidewalks used to transit between schools and the local community and provide high speed wireless internet access to homes.

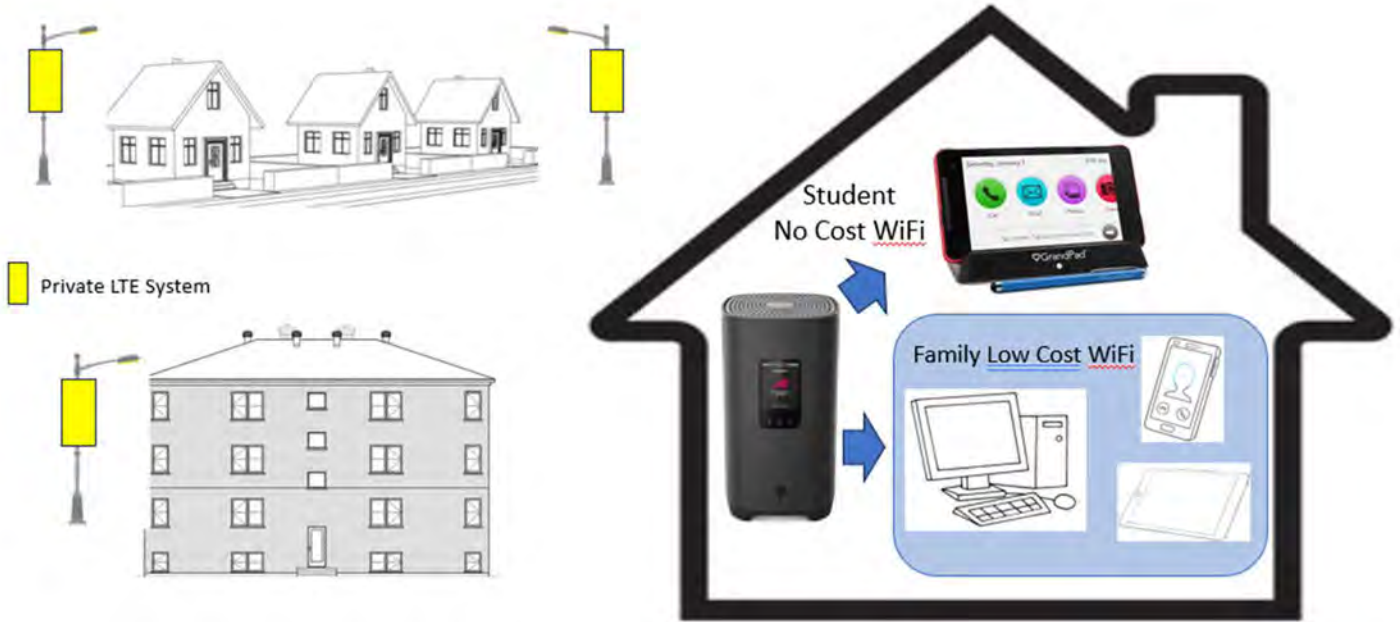
**Figure – Outdoor Coverage for Private 4G LTE Network Remote Learning**



Targeted primarily for schools with underserved communities, our Private 4G LTE system can deliver much needed broadband wireless data access to homes having limited WiFi resources. Wytec's Remote Learning system includes a dedicated mobile wireless network, wireless modem to convert 4G LTE to Wi-Fi, Wi-Fi in the home (free for students with remote learning tablets and low-cost for household members desiring Internet access) and optional tracking tags for asset management and as a safety feature for students walking from home to school and back again.

**Figure – Remote Learning to the Home via Private 4G LTE Network**





# TAB G - Wytec Exhibit 4

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## EXHIBIT 4 QUESTIONNAIRE

Please answer the following questions using this questionnaire. You may add pages or attachments where necessary but please number them to correspond with the question you are answering.

### 5.1 Technical Specifications

5.1.1 Describe the proposed technology and how it works (including hardware and software).

Wytec's patent-pending AI/ML smart sensors in the gunshot detection configuration will be installed indoors and outdoors to detect AND validate threats of any sounds (i.e. – audio waveforms) above the background noise including gunshots, explosions, screaming, running, door slamming, windows breaking, etc. The sensors use a Private LTE wireless network for secure communications with Wi-Fi and Ethernet backup. The Wytec mobile app and on-premises server with supplemental cloud support allow administrators to manage courses of action to real-time threats. The cloud option allows for emergency personnel monitoring of active threats and emergency situations. In addition to audio, our GDS sensors incorporate live video streams with secure access to corroborate courses of action to possible and perceived threats.

See TAB G - Wytec Exhibit 4 – Attachment 5.1.1-1 for further details.

5.1.2 What kind of weapons can be detected (knives, guns, IED, etc.)?

Wytec's gunshot detection system is designed to measure **any and all sounds** (i.e. – audio waveforms) above a settable threshold and corroborate these against an extensive database of audio signals including a variety of gun configurations, gun types and gun calibers as well as other sounds such chainsaws, car backfires, book dropping, air conditioning, baby crying, thunder, and others. Our system also measures and filters background environments such as schools, hospitals, playgrounds and others.

The sensors detect and measure ambient noise > 45 dB with a focus on sounds > 85 dB (which are hazardous to human hearing). Most threats have a signal strength > 100 dB (suppressed rifle (100 dB), car backfire (120 dB), handgun (166 dB), rifle (170 dB)). Our system measures all detectable sounds between 20 Hz and 15 MHz.

Unique to Wytec, our smart sensors can be reconfigured and remotely programmed to detect other threats and hazards such as gaseous particulates (e.g. – nicotine, THC, smoke, etc.) as well as chemical, biologic, thermal and radiation threats.

See TAB G – Wytec Exhibit 4 – Attachment 5.1.1-1, Supplemental Threats for further details.

### 5.1.3 What kind of sounds can be detected?

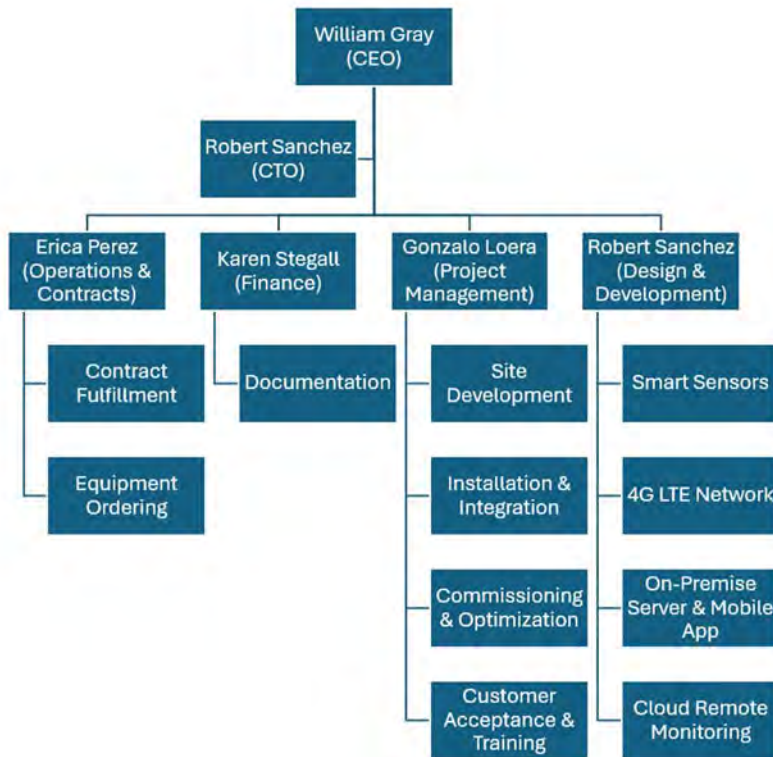
As noted in 5.1.2, Wytec’s smart sensors measure, detect and process live audio streams and digitize these in real-time for analyses in the time and frequency domains. Our sensor DSP chipsets remove background noises and measure signal-to-noise (SNR) ratios then compare the digitally processed signals via AI/ML algorithms to databases of threats and sounds. Additionally, these algorithms incorporate a sliding time scale and allow the recording and storage of data 5 seconds prior to and 5 seconds after each detected event.

Our GDS smart sensors also support patent-protected detection of pre-programmed audio phrases that allow students and administrators to shout out unique phrases during emergency situations. Based on retail industry deployed use of “Code Adam”, Wytec has incorporated “Code Red” (or any key phrase) as a method to warn school officials by students (and anyone in the event area) of possible threats. These audio phrases are used to corroborate other sounds (and video) to further escalate or de-escalate detected threats.

Wytec’s mobile app allows authorized users to review and playback any recorded sounds and videos to corroborate threat levels and situations in real-time.

### 5.1.4 Explain the operating staff requirements.

Wytec’s leadership team represents decades of experience designing, developing, installing, commissioning, validating, operating and maintaining commercial networks for schools and municipalities.



### 5.1.5 Provide an example work schedule overview for implementation.

Task Name	Duration	Start	Finish
1 Site/Building Discussions & Quotations	10 days	Mon 1/6/25 8:00 AM	Fri 1/17/25 5:00 PM
2 Site Survey, Data Collection, Data Entry	10 days	Mon 1/20/25 8:00 AM	Fri 1/31/25 5:00 PM
3 Equipment Order	15 days	Mon 2/3/25 8:00 AM	Fri 2/21/25 5:00 PM
4 Equipment Delivery, Install, Commissioning, Testing	15 days	Mon 2/24/25 8:00 AM	Fri 3/14/25 5:00 PM
5 Customer Site Walk & Training	5 days	Mon 3/17/25 8:00 AM	Fri 3/21/25 5:00 PM
6 Closeout Package Data Collection	5 days	Mon 3/24/25 8:00 AM	Fri 3/28/25 5:00 PM

- Site/Building Discussions and Quotations – Developed for specific sites with data collection including but not limited to building drawings, blueprints, CAD drawings. Once PO is awarded, the Site Survey will be scheduled.
- Site Survey, Data Collection, Data Entry – Includes development and approval of designs.
- Equipment Ordered – Installation team will be scheduled for install start date.
- Equipment Delivery, Install, Commissioning, Testing – Includes system optimization and fine tuning.
- Customer Site Walk & Training – Performed on installed equipment.
- Closeout Package, Data Collection – Includes development, approval and presentation to customer.

### 5.1.6 Explain how you will supervise the implementation.

On-Site Wytec Leads will have Daily Morning and End of the Shift Meetings to discuss progress, plans and problems. These are required to meet schedule requirements, stay within budget, address any personnel issues and minimize delays. The Wytec On-Site Team Lead will always have direct contact with the Wytec Project Manager to immediately address any issues. The Wytec Project Manager will be on-site and local during the installation and commissioning for quality assurance.

### 5.1.7 Any parts & equipment customer is expected to provide?

With regards to parts & equipment, the following are expected to be provided by the customer:

1. “One Time Equipment & Installation – Updated Total” does not include Site Development costs such as design, installation and certification of power (AC, DC. grounding), Internet & source (CAT5/6, Wi-Fi), server racks & space, switches & ports, cable racks, qualified poles for mounting private LTE systems.
2. “One Time Equipment & Installation – Updated Total” does not include computers (i.e. - desktop, laptop), mobile devices (i.e. - phones, tablets), printers and software (i.e. OS, drivers, office applications). This equipment must be configured in advance to meet the requirements for the “Mobile App” and support the On-Premise Cloud Management & Control System.

### 5.1.8 Identify any subcontractors or third-party services that will be utilized in the performance of the services.

Wytec will provide the following tasks and subcontractors on-site during site development, equipment delivery, installation, commissioning and acceptance testing:

- Installation and Commissioning

- Electrical Work (Certified Electrician)
- Scissor Lift Operator and Rental Equipment company including delivery and pick up
- Carpentry (Professional) for drywall or aesthetics indoors and outdoors
- Low Voltage Technician
- Roofing (Professional)
- Others as needed

5.1.9 Describe and clearly indicate any exceptions to the specifications or requirements found in this RFP.

With regards to pricing, the following are clarifications to Wytec's response to the RFP:

1. "One Time Equipment & Installation – Updated Total" includes Shipping & Freight inside the State of Texas only. All other geographic areas will require updated pricing specific to that geographic area.
2. "One Time Equipment & Installation – Updated Total" includes Installation & Commissioning inside the State of Texas only. All other geographic areas will require updated pricing specific to that geographic area.

With regards to parts & equipment, the following are expected to provide:

1. "One Time Equipment & Installation – Updated Total" does not include Site Development costs such as design, installation and certification of power (AC, DC. grounding), Internet & source (CAT5/6, Wi-Fi), server racks & space, switches & ports, cable racks, qualified poles for mounting private LTE systems.
2. "One Time Equipment & Installation – Updated Total" does not include computers (i.e. - desktop, laptop), mobile devices (i.e. - phones, tablets), printers and software (i.e. OS, drivers, office applications). This equipment must be configured in advance to meet the requirements for the "Mobile App" and support the On-Premises Cloud Management & Control System.



**5.2 Project Related Experience and Qualifications**

5.2.1 Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with Customer’s project management and team personnel.

As noted in Sections 5.1.4 and 5.1.6, Wytec will provide the following:

- Daily meetings with the Installation Team including the Wytec Project Manager
- End of the week meeting with the Wytec Operations Director and Wytec Project Manager
- Monday, Wednesday and Friday written and verbal updates to the Customer POC from the Wytec Project Manager including schedule updates
- Wytec’s POC with the Customer will be the Wytec Project Manager and that person will be on-site to address any questions, concerns or issues related to the performance of the project
- Wytec’s escalation procedure for issue resolution starts with the Project Manager, then the Operations Director, then the CTO then the CEO.

5.2.2 Any goods or services not outlined in the Scope of Work that you wish to offer?

Wytec is pleased to summarize supplemental goods and services.

Please see TAB G – Wytec Exhibit 4 – Attachment 5.2.2-1, Supplemental Goods& Services for further details.

**Supplemental Smart Sensor Capabilities**

As noted in 5.1.1, Wytec’s GDS smart sensors can be reconfigured in-place and remotely programmed for detection of a variety of multiple threats planned for future development and availability.

<b>Supplemental Sensor Category</b>	<b>Planned Capabilities</b>
Chemical	THC, nicotine, sarin, CO, CO2, ammonia, chlorine, flammables, etc.
Biological	Anthrax, botulism, plague, smallpox, hemorrhagic fever, etc.
Thermal	Fire, smoke, radiation, steam, humidity
Radiation	Alpha, beta, gamma, x-rays
Others	Pressure, motion, light, flood, HazMat, etc.
Actuator Control	Gates, windows, doors, signage, lights, speakers, etc.

**School Traffic Management**

Wytec’s smart sensors are also designed to manage and control a variety of ancillary products signage, lights, speakers, etc. with plans to incorporate verification and validation of critical data such as license plate reading, vehicle identification and facial recognition.

**Remote Learning**

Wytec’s Remote Learning system includes a dedicated mobile wireless Private 4G LTE network, wireless modem to convert 4G LTE to Wi-Fi, Wi-Fi in the home (free for students with remote learning tablets and low-cost for household members desiring Internet access) and optional

tracking tags for asset management and as a safety feature for students walking from home to school and back again.

### 5.2.3 Any major requirements that cannot be met by your firm?

As noted in Section 5.1.1, Wytec has designed an advanced gunshot detection system that is achieving well over 90% true positive gunshot detection and over 95% true negative gunshot detection in real-life environments such as schools, playgrounds and hospitals.

Wytec is currently manufacturing our prototype sensors in the UK and refining our GDS AI/ML algorithms in San Diego. Multiple sensor breadboard designs are complete and are under test with the final decisions on the AI/ML chipset and high-fidelity microphone soon to be decided. Wytec is finalizing our mobile application for integration with our breadboard designs and 4G LTE system. Our 4G LTE system is commercially available as is our cloud remote monitoring system.

Wytec will be demonstrating our Pilot GDS in five schools in Central Texas in 2Q2025 as a part of our contracted installation of in-building cellular distributed antenna systems.

### 5.2.4 List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth.

Wytec Headquarters is located at 19206 Huebner Road, Suite 202, San Antonio, Texas. Our CTO engineering team are in San Diego, California with our 4G LTE engineers located in Schaumburg, Illinois. As needed, Wytec will open offices and warehouses throughout Texas including North Texas to support the rollout, installation and customer support of our GDS systems.

### 5.2.5 Provide an overview of Proposer's organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process.

Wytec International Inc. is a Nevada Corporation and a designer and developer of patented small cell technology (i.e. – LPN-16) and wide area networks designed to support 4G/5G network deployments across the US. Wytec offers in-building cellular distributed antenna systems (DAS) and Private LTE solutions for a variety of customers including restaurants, fast food establishments, NASA and most recently several school districts and state agencies in Central Texas.

Wytec was founded in 2011 and currently has 6 employees including US veterans and minorities. Wytec holds several patents (issued and pending) for smart sensor technologies to be used in our GDS offerings.

### 5.2.6 Describe your invoicing process. Payment terms? Is payment by credit card accepted?

Upon completion of the installation and customer acceptance, Wytec Process will process the outstanding invoice and send an email to the customer for confirmation. Wytec terms are Net 30 and Wytec accepts Visa, Mastercard, ACH, wire transfers and checks. ACH is Wytec's preferred method for payment.

5.2.7 Include a list of no more than five (5) similar contracts awarded within the last 5 years.

Wytec has been awarded and delivered contracts to the following customers:

- Laredo ISD, Texas – Cellular DAS Enhancement of 35 buildings contracted for the last 5 years
- Roundrock ISD, Texas – Cellular DAS Enhancement of 4 buildings contracted for the last 3 years
- Southwest ISD, Texas – Private LTE using microwave P2P, CBRS Internet providing Remote Learning for under-privileged students
- UMB Bank, Kansas MO - Cellular DAS Enhancement of 1 building contracted for the last 5 years

5.2.8 Identify any contracts within the past three years that were terminated due to non-performance.

None.

5.2.9 State the warranty and length of same that may apply to the goods or services you are proposing.

Wytec offers the following:

- Warranty of two (2) years on hardware, software, main component and service calls for troubleshooting.
- Service Agreements starting in Year 3 after the Initial Warranty.
- Performance Guarantee for GDS > 80% within 10 seconds of detection.



# TAB G - Wytec Exhibit 4 – Attachment 5.1.1-1

## Wytec GDS System Overview

Wytec has designed an advanced gunshot detection system that is achieving well over 90% true positive gunshot detection and over 95% true negative gunshot detection in real-life environments such as schools, playgrounds and hospitals. HOWEVER, Wytec’s system is not autonomous. It purposely integrates and requires real-time, on-site human actions to evaluate and assess the level of the threat and thereafter take the necessary courses of action such as calling 911 or alerting other key personnel or de-escalating an issue.

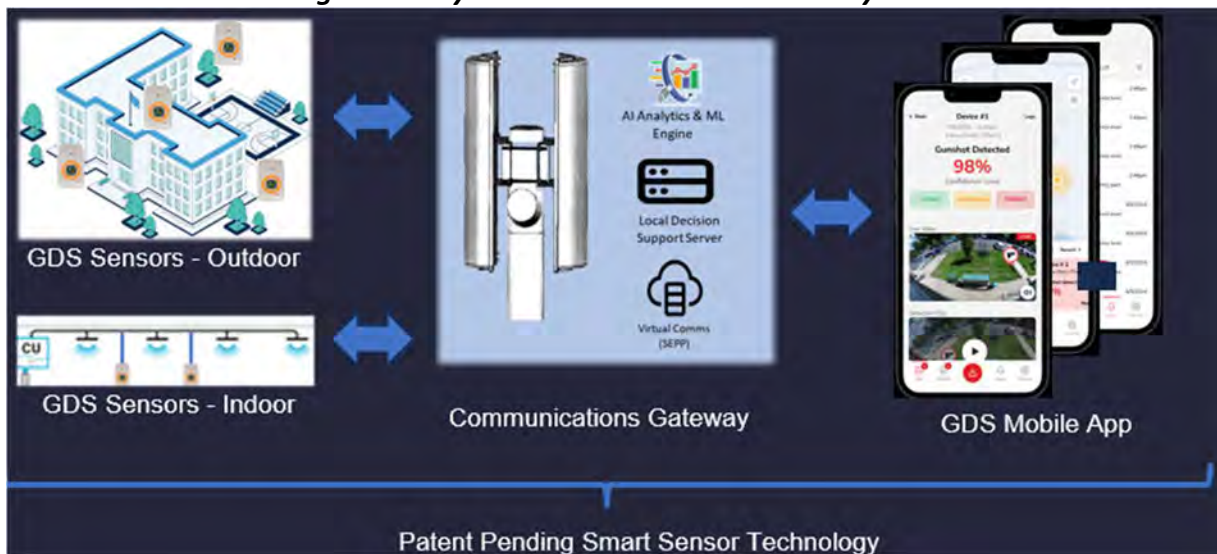
Wytec understands that threat detection will never be 100% accurate, so our systems require collaborative human intervention to perceived and real threat situations. It is critical that authorized and qualified personnel determine the best course of action such as reaching out to first responders and other emergency personnel or on the other hand declaring a false alarm. As a team-based system, multiple personnel contribute to the overall decision-making process by assessing live feeds of sounds and video including threat locations. As the situation escalates (or de-escalates), the Wytec system provides updated threat data and analyses in real-time.

Wytec guarantees to provide on-site authorities with a situational awareness of >80% true positive probability of gunshot detection within 10 seconds of the event. Our tests have been measuring situational awareness of >94% true positive AND true negative within 5 seconds.

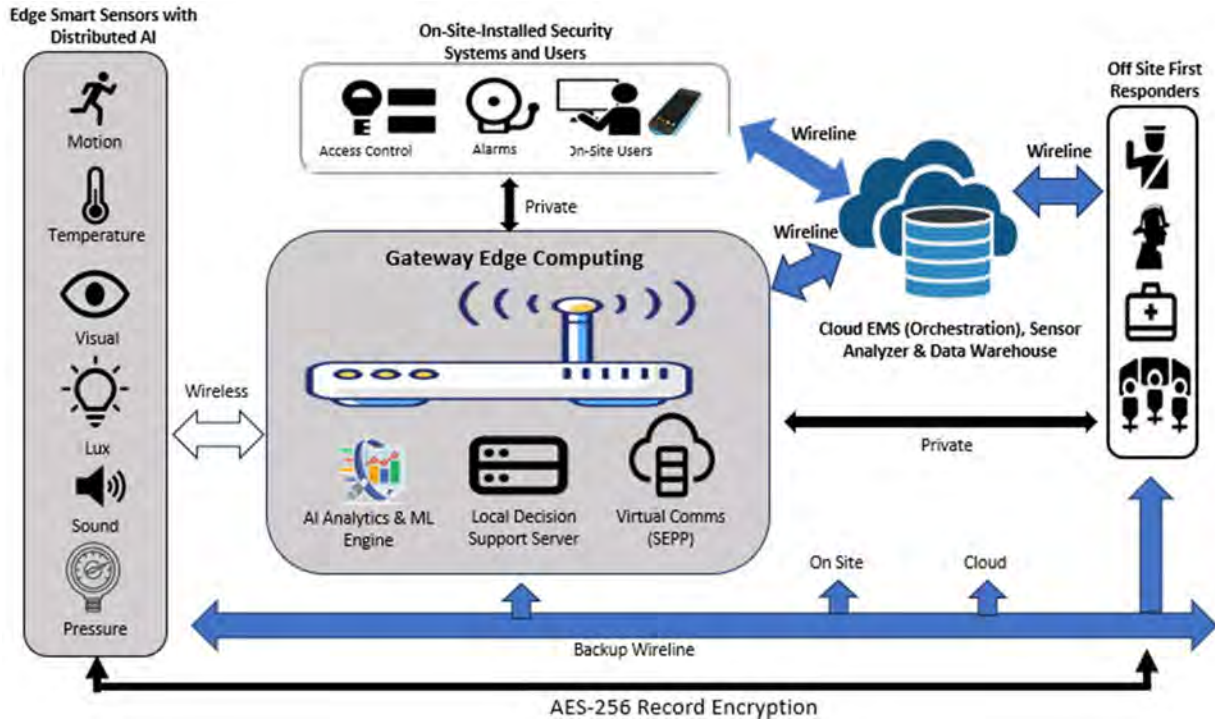
Our technology incorporates advanced AI/ML technologies and chipsets (NPU + MSM) with high fidelity microphones. Based on a combination of 14-layer Convolutional Neural Networks and Support Vector Machines, our on-site databases are constantly refined by constantly measuring background noises at and adjusting our algorithms accordingly.

Wytec will be demonstrating our Pilot GDS in five schools in Central Texas in 2Q2025 as a part of our contracted installation of in-building cellular distributed antenna systems.

**Figure 1 - Wytec’s Pilot GDS Smart Sensor System**



**Figure 2 - Wytec's Commercial Smart Sensor System**



## Wytec GDS Smart Sensor

The initial size of the Wytec GDS Smart Sensor is like a household smoke detector and comes in indoor and outdoor configurations. It is designed for Power Over Ethernet operations (or a separate 48 VDC power supply) and can readily integrate with Ethernet cables currently installed in each facility.

The sensors support multiple communication methods including 4G LTE (with SIM card and modem), WiFi or Ethernet. Additionally, each sensor has a battery backup and a USB 2.0 connection to support supplemental systems such as video cameras, motion sensors, speaker systems, actuators, lighting, etc.

**Table 1 – GDS Smart Sensor Key Specifications**

Design	Capability
MCU/NPU	8-13 TOPS
Internal Storage	8 GB SDD with NAND Flash Memory
External Storage	MicroSD Card
RAM	4 GB
Microphone	Omnidirectional MEMS with Gain Control
ADC	48 kHz, 32-bit
USB 2.0	Video, images, actuators, signage
LTE	SIM Card with CAT1 Modem with External Antenna
Ethernet	CAT5/6 with PoE 100/1000
WiFi	802.11ac

Indicators	LED for On/Off
Power	48 VDC with Battery Backup
Video	10 second Storage

Wytec’s GDS smart sensors can be reconfigured in-place and remotely programmed for detection of a variety of multiple threats planned for future development.

**Table 2 – GDS Smart Sensor Supplemental Threats**

Supplemental Threats	Examples
Chemical	THC, nicotine, sarin, CO, CO2, ammonia, chlorine, flammables, etc.
Biological	Anthrax, botulism, plague, smallpox, tulameria, hemorrhagic fever, etc.
Thermal	Fire, smoke, radiation, steam, humidity
Radiation	Alpha, beta, gamma, x-rays
Others	Pressure, motion, light, flood, HazMat, etc.

## Wytec Private LTE Network by Lemko

Wytec has partnered with the Lemko Corporation to supply the centralized GDS smart sensor mobile wireless communications system.

Lemko Corporation’s EZ LTE Solution is an advanced 3GPP compliant non-line of sight mobile wireless infrastructure platform designed specifically for enterprises and wireless broadband providers operating in the CBRS band (Band 48 in the U.S.) and Band 42 and 43 internationally.

This solution highlights Lemko’s unique architecture for integrating various communications and collaboration applications into streamlined, ruggedized nodes for scalable mobile wireless networks. These self-enclosed nodes are ideally suited for outdoor and indoor installations where meeting clients’ mobile wireless network technology goals and business objectives are of the utmost importance.

Cloud-based interfaces and applications support subscriber management, policy/charging control, reporting and monitoring. Each EZ LTE is rated up to 2W RF power and supports voice, SMS, high speed data, video calls and data handoff.

**Table 3 – Lemko Private LTE Key Specifications**

Design	Capability
Transmitter RF Power	Up to 2W (or ≈ 1.8 miles, non-line of site)
Bandwidth	5/10/15/20 MHz
Throughput	90 Mbps DL & 30 Mbps UL (20 MHz)
Capacity	96 Active Users per Sector
Mounting	Light/Utility Pole
Connection	Ethernet
Size	12 x 9 x 5 inches
Weight	< 5.5 kg
Power	48 VDC

Power Dissipation	55W @ 100% RF Load LTE
Temperature	Outdoor -45C to +55C
Waterproof	IP65
MTBF/MTTR	>350,000 Hours/1 Hour
Availability	99.9997%

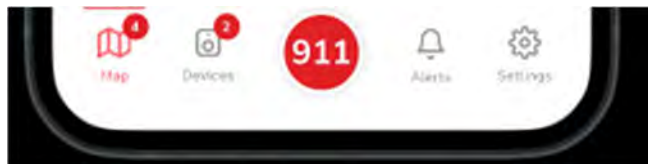
**Figure 3 – Lemko EZ LTE Solutions (Outdoor, Indoor, Pole Mounted)**



## Wytec Mobile App for Administrators

Wytec’s mobile application for administrators is designed to operate on any commercial wireless phone or tablet. The mobile app consists of four control screens and a “911” dial up button at the bottom of all screens and windows.

**Figure 4 – Wytec Mobile App 911 Button**



### Main Screen – Screen 1

Screen 1 is the overall map view of the installed sensors highlighting the state of the threat detection (red, yellow, green). The screen also includes the status of each sensor (ordered from red to green) with the time, the confidence level of the threat, the device number, and any actions taken by authorized personnel. Upon selecting the sensor of interest (on the map or on the listing), the user is presented with a video, image and sound view of the threat including the date, time, location, device number, confidence level of the threat, type of threat and a live feed of the video, playback of the threat (video and sound 5 seconds before to 5 seconds afterwards).

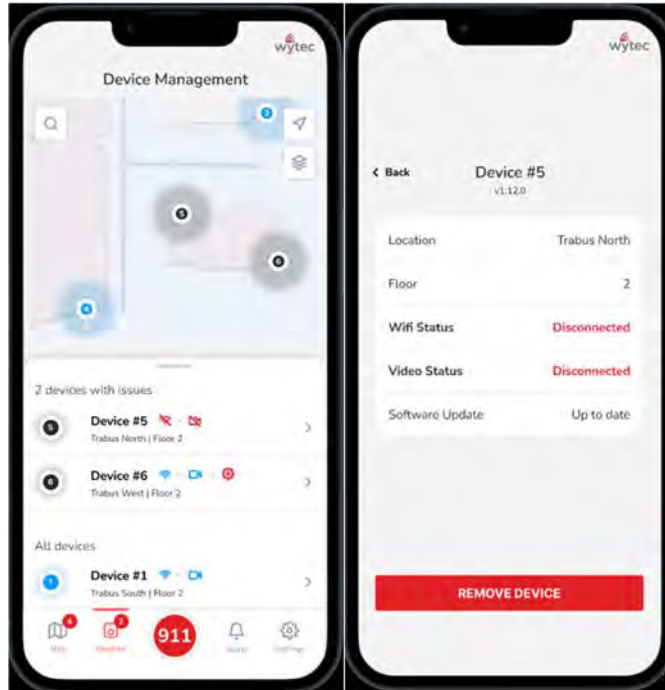
**Figure 5 – Wytec Mobile App Main Screens**



Screen 2 – Sensor Status & Settings

Screen 2 is a map and listing of the installed sensors including the operational status of each when selected.

**Figure 6 – Wytec Mobile App Sensor Status & Settings Screens**

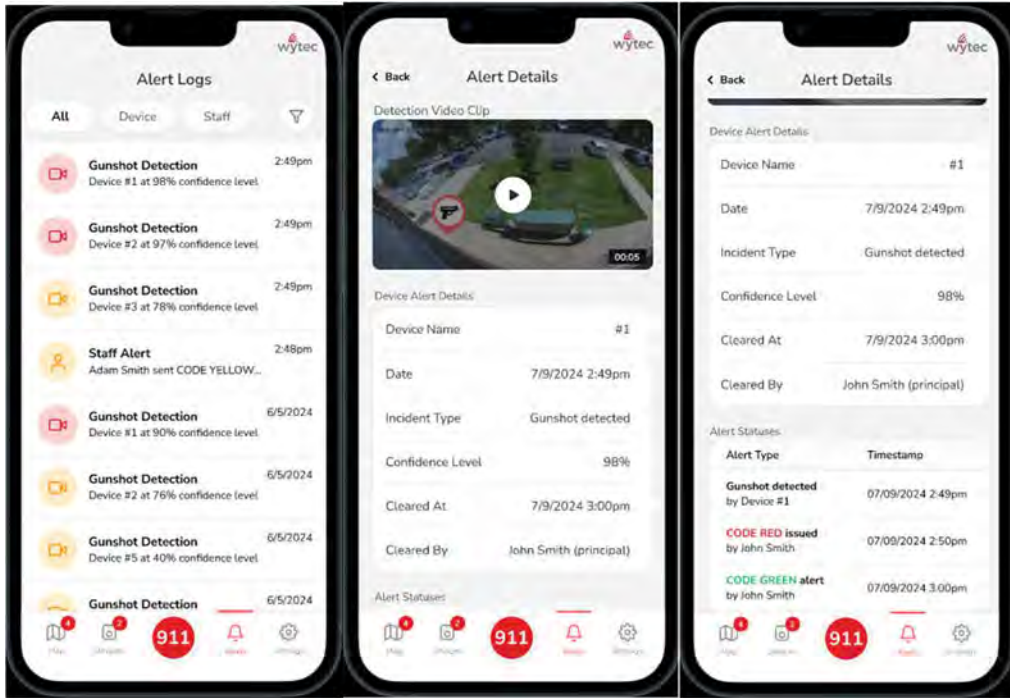




### Screen 3 – Alert Logs

Screen 3 is a listing of the alerts (all, device or staff) sortable by time. When selecting an alert, details are presented to the user including detection video clip, threat location, device name, date, time, incident type, confidence level, cleared at, cleared by and alert type and timestamp.

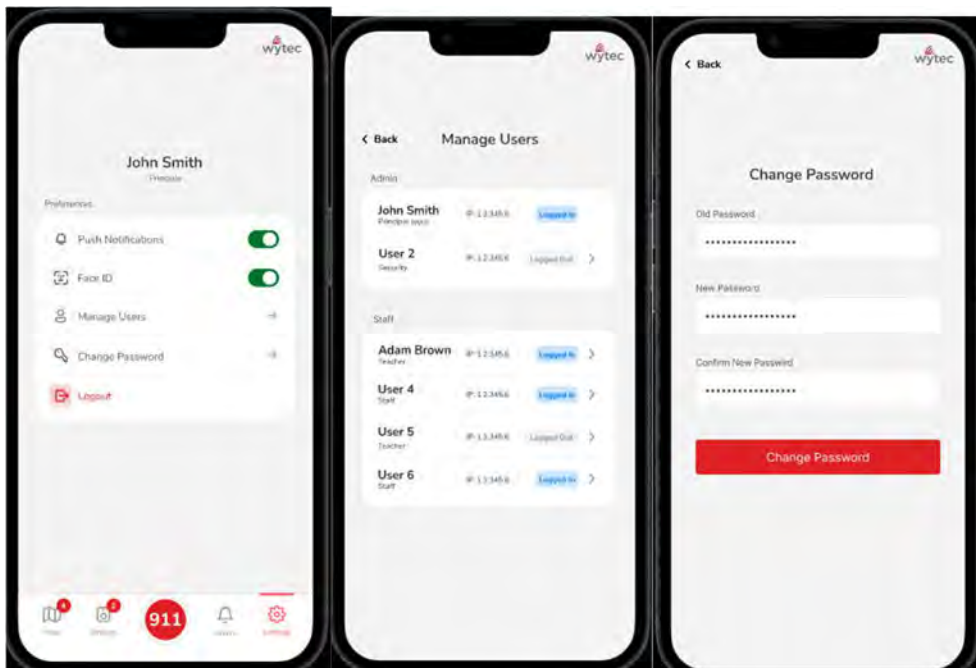
**Figure 7 – Wytec Mobile App Alert Logs Screens**



### Screen 4 – User Settings

Screen 4 is the user settings including name, title and settings for push notifications, face ID, manage users, change password and logout.

**Figure 8 – Wytec Mobile App User Settings Screen**



# On-Premise Cloud Management & Control System

Wytec’s partnership with Lemko Corporation also allows our GDS Smart Sensor System to utilize customized data visualization services to design a cloud-based Network/Element Management System.

The Data Visualization Dashboard includes:

- A topographical view of the entire campus with all LTE sites and sensors highlighted
- Color coding to rapidly identify areas for focus
- Drill down in any LTE sector, building, asset or sensor

**Figure 9 – Cloud Data Visualization Dashboard**



The Data Driven Decisions Dashboard includes:

- Real-time tracking of sensor status (online, offline, malfunctioning, etc.) allowing for quick identification of failures or anomalies in the system, ensuring immediate corrective action can be taken.

**Figure 10 – Cloud Data Driven Decisions Dashboard**



# TAB G - Wytec Exhibit 4 – Attachment 5.2.2-1

## Supplemental Smart Sensor Capabilities

As noted in 5.1.1, Wytec’s GDS smart sensors can be reconfigured in-place and remotely programmed for detection of a variety of multiple threats planned for future development and availability.

For schools, the use of vapes (i.e. – e-cigarettes) supplemented with THC increases the failure rate of students in class resulting in lost revenues and increased counseling. Monitoring this activity requires use of teachers posted at every bathroom which reduces the teachers’ time to prepare for classes, grade papers and be available for office hours. Parents and administrators need help in detecting this behavior while at the same time protecting the privacy of individuals. In 2025, Wytec will finalize our patent pending particulate detection technology to support school efforts to detect and curb the use of illicit drugs such as THC.

Wytec is pleased to offer the following additional threat detection capabilities in conjunction to the core gunshot detection sensors.

**Table – GDS Smart Sensor Supplemental Detection**

<b>Supplemental Sensor Category</b>	<b>Planned Capabilities</b>
Chemical	THC, nicotine, sarin, CO, CO2, ammonia, chlorine, flammables, etc.
Biological	Anthrax, botulism, plague, smallpox, hemorrhagic fever, etc.
Thermal	Fire, smoke, radiation, steam, humidity
Radiation	Alpha, beta, gamma, x-rays
Others	Pressure, motion, light, flood, HazMat, etc.

In addition to smart sensor supplemental detectors, Wytec’s smart sensors are designed to manage and control actuators for the opening, closing, locking and unlocking of gates, windows and doors.

In conjunction with Wytec’s proposed GDS systems, we look forward to working with customers to define requirements for the management and control of third-party controllable actuators. Wytec’s GDS Mobile App (and on-premises Server system) with actuator option will be used by on-site authorities for local management and control.



## School Traffic Management

Wytec's smart sensors are also designed to manage and control a variety of ancillary products signage, lights, speakers, etc.

Schools particularly are challenged at least three times a day in the morning at the start of school, lunchtime and at the end of school with a significant increase in traffic within school property as well as adjacent streets around the school.

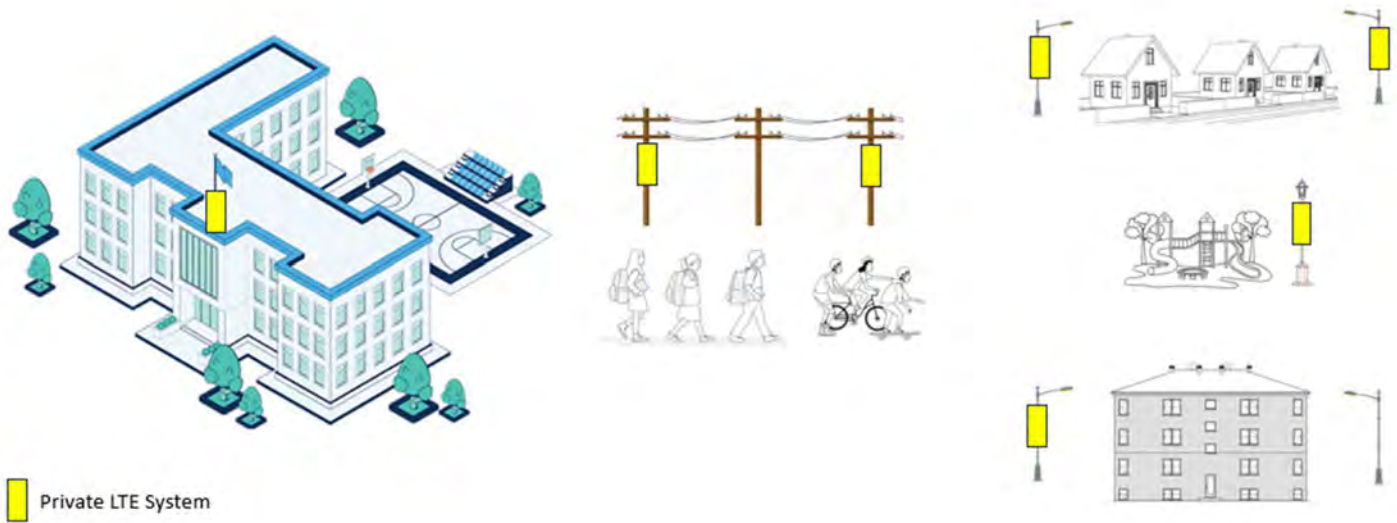
Since each of our smart sensors have a CPU/NPU pair and expandable memory supporting several interfaces (i.e. – mobile wireless, Wi-Fi, Ethernet, Bluetooth) with a battery backup, authorities have on-site control via the Wytec GDS Mobile App. With embedded real-time, local processing combined with programmable AI/ML algorithms and databases, our smart sensors can support traffic management (i.e. – cars, bicycles, e-bikes, skateboards, scooters, pedestrians) by detecting potential accidents and triggering lights, signage or speakers to manage traffic and prevent accidents or near misses.

Critical to traffic management is the integration of video cameras for data collection as well as video recording of any triggered events (with 5 second past through 5 seconds after the event). As our AI/AL algorithms and databases expand, Wytec plans to incorporate verification and validation of critical data such as license plate reading, vehicle identification and facial recognition.

# Remote Learning

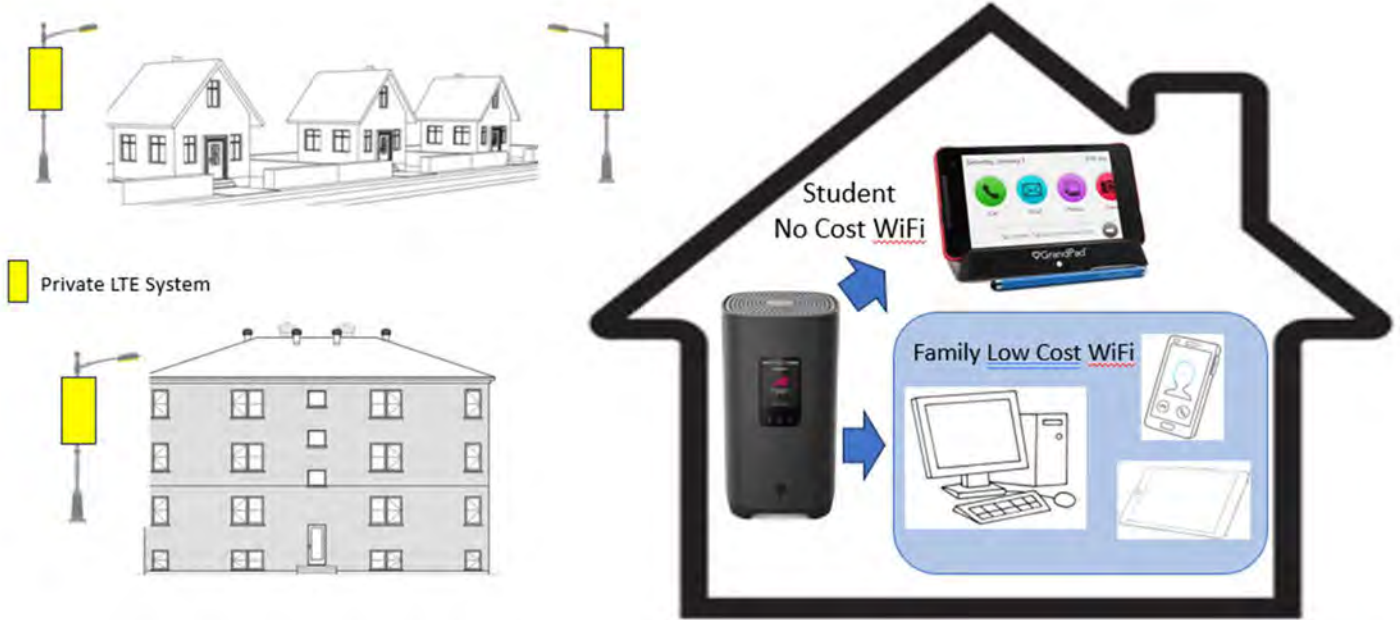
Wytec’s partnership with the Lemko Corporation allows us to offer full mobile wireless products and services through a customer Private 4G LTE system providing outdoor (and some indoor) coverage of over 3 sq mi per sector. Wytec’s Private 4G LTE system can cover school grounds, streets and sidewalks used to transit between schools and the local community and provide high speed wireless internet access to homes.

**Figure – Outdoor Coverage for Private 4G LTE Network Remote Learning**



Targeted primarily for schools with underserved communities, our Private 4G LTE system can deliver much needed broadband wireless data access to homes having limited WiFi resources. Wytec’s Remote Learning system includes a dedicated mobile wireless network, wireless modem to convert 4G LTE to Wi-Fi, Wi-Fi in the home (free for students with remote learning tablets and low-cost for household members desiring Internet access) and optional tracking tags for asset management and as a safety feature for students walking from home to school and back again.

**Figure – Remote Learning to the Home via Private 4G LTE Network**



**APPENDIX A.1**  
**Pricing for TXShare Cooperative Purchase Program Participants**

## BID PRICE WORKSHEET FOR RFP #2025-003

<b>Service Category #1: Gunshot Detection Systems</b>		
<b>Item</b>	<b>Description</b>	<b>% Discount Off Your Regular List Price</b>
1	Technology Products	See Price sheet
2	Implementation	See Price Sheet

<b>Service Category #2: Other Ancillary Services</b>		
<b>Item</b>	<b>Description</b>	<b>% Discount Off Your Regular List Price</b>

2 Describe Below:

A	See Price Sheet	
B	See Price Sheet	
C	See Price Sheet	



## Wytec International, Inc.

### Gunshot Detection Pricing – INDOOR Systems

INDOOR*	SYSTEM EQUIPMENT with INSTALLATION & COMMISSIONING														
Sq Footage (Up To)	4G LTE	GD Sensors	Servers	Mobile Apps	System Subtotal	System Discount	System Total	4G LTE I&C	GD Sensor I&C	Server I&C	I&C Subtotal	I&C** Discount	I&C Total	TXShare NCTCOG	Updated Total
50,000	\$ 27,191	\$ 22,500	\$ 5,000	\$ 495	\$ 55,186	1.65%	\$ 54,275	\$ 4,117	\$ 2,500	\$ 550	\$ 7,167	37.0%	\$ 4,516	\$ 1,229	\$ 60,020
100,000	\$ 54,381	\$ 45,000	\$ 5,000	\$ 990	\$105,371	3.30%	\$101,894	\$ 8,235	\$ 5,000	\$ 550	\$ 13,785	37.0%	\$ 8,686	\$ 2,314	\$110,580
150,000	\$ 81,572	\$ 67,500	\$ 5,000	\$ 1,485	\$155,557	4.95%	\$147,857	\$ 12,352	\$ 7,500	\$ 550	\$ 20,402	37.0%	\$12,855	\$ 3,365	\$160,712
200,000	\$ 108,763	\$ 90,000	\$ 10,000	\$ 1,980	\$210,743	6.60%	\$196,834	\$ 16,469	\$ 10,000	\$ 1,100	\$ 27,569	37.0%	\$17,372	\$ 4,488	\$214,205
250,000	\$ 135,953	\$ 112,500	\$ 10,000	\$ 2,475	\$260,928	8.25%	\$239,402	\$ 20,587	\$ 12,500	\$ 1,100	\$ 34,187	37.0%	\$21,541	\$ 5,472	\$260,943
300,000	\$ 163,144	\$ 135,000	\$ 10,000	\$ 2,970	\$311,114	9.90%	\$280,314	\$ 24,704	\$ 15,000	\$ 1,100	\$ 40,804	37.0%	\$25,711	\$ 6,422	\$306,025
350,000	\$ 190,335	\$ 157,500	\$ 15,000	\$ 3,465	\$366,300	11.55%	\$323,992	\$ 28,821	\$ 17,500	\$ 1,650	\$ 47,971	37.0%	\$30,227	\$ 7,439	\$354,219
500,000	\$ 271,907	\$ 225,000	\$ 20,000	\$ 4,950	\$521,857	16.50%	\$435,750	\$ 41,173	\$ 25,000	\$ 2,200	\$ 68,373	37.0%	\$43,083	\$10,082	\$478,833
600,000	\$ 326,288	\$ 270,000	\$ 20,000	\$ 5,940	\$622,228	19.80%	\$499,027	\$ 49,408	\$ 30,000	\$ 2,200	\$ 81,608	37.0%	\$51,422	\$11,613	\$550,449
700,000	\$ 380,669	\$ 315,000	\$ 25,000	\$ 6,930	\$727,599	23.10%	\$559,524	\$ 57,643	\$ 35,000	\$ 2,750	\$ 95,393	37.0%	\$60,108	\$13,098	\$619,632
800,000	\$ 435,051	\$ 360,000	\$ 30,000	\$ 7,920	\$832,971	26.40%	\$613,066	\$ 65,877	\$ 40,000	\$ 3,300	\$109,177	37.0%	\$68,793	\$14,445	\$681,860

\* Does not include Site Development Costs (Power, Grounding, Ethernet, WiFi, etc.)

\*\* Texas Installation & Commissioning Discounts (for other states, see I&C Discounts)

INDOOR*	ANNUAL WIRELESS FEES				ANNUAL SOFTWARE LICENSE					
	Sq Footage (Up To)	4G LTE	Sensor SIMs	TXShare NCTCOG	Fees Total	4G LTE	GD Sensors	Servers	Mobile Apps	TXShare NCTCOG
50,000	\$ 1,200	\$ 1,800	\$ 60	\$ 3,060	\$ 6,118	\$ 3,375	\$ 750	\$ 300	\$ 211	\$ 10,754
100,000	\$ 2,400	\$ 3,600	\$ 120	\$ 6,120	\$ 12,236	\$ 6,750	\$ 750	\$ 600	\$ 407	\$ 20,743
150,000	\$ 3,600	\$ 5,400	\$ 180	\$ 9,180	\$ 18,354	\$ 10,125	\$ 750	\$ 900	\$ 603	\$ 30,731
200,000	\$ 4,800	\$ 7,200	\$ 240	\$12,240	\$ 24,472	\$ 13,500	\$ 1,500	\$ 1,200	\$ 813	\$ 41,485
250,000	\$ 6,000	\$ 9,000	\$ 300	\$15,300	\$ 30,590	\$ 16,875	\$ 1,500	\$ 1,500	\$ 1,009	\$ 51,474
300,000	\$ 7,200	\$ 10,800	\$ 360	\$18,360	\$ 36,707	\$ 20,250	\$ 1,500	\$ 1,800	\$ 1,205	\$ 61,463
350,000	\$ 8,400	\$ 12,600	\$ 420	\$21,420	\$ 42,825	\$ 23,625	\$ 2,250	\$ 2,100	\$ 1,416	\$ 72,216
500,000	\$ 12,000	\$ 18,000	\$ 600	\$30,600	\$ 61,179	\$ 33,750	\$ 3,000	\$ 3,000	\$ 2,019	\$102,948
600,000	\$ 14,400	\$ 21,600	\$ 720	\$36,720	\$ 73,415	\$ 40,500	\$ 3,000	\$ 3,600	\$ 2,410	\$122,925
700,000	\$ 16,800	\$ 25,200	\$ 840	\$42,840	\$ 85,651	\$ 47,250	\$ 3,750	\$ 4,200	\$ 2,817	\$143,668
800,000	\$ 19,200	\$ 28,800	\$ 960	\$48,960	\$ 97,886	\$ 54,000	\$ 4,500	\$ 4,800	\$ 3,224	\$164,410



## Wytec International, Inc.

### Gunshot Detection Pricing – OUTDOOR Systems

OUTDOOR*	SYSTEM EQUIPMENT with INSTALLATION & COMMISSIONING														
	Sq Mi	4G LTE	GD Sensors	Servers	Mobile Apps	System Subtotal	System Discount	System Total	4G LTE I&C	GD Sensor I&C	Server I&C	I&C Subtotal	I&C** Discount	I&C Total	TXShare NCTCOG
1	\$ 27,191	\$ 29,250	\$ 5,000	\$ 990	\$ 62,431	1.35%	\$ 61,588	\$ 4,117	\$ 3,600	\$ 550	\$ 8,267	37.0%	\$ 5,209	\$ 1,397	\$ 68,194
2	\$ 27,191	\$ 58,500	\$ 5,000	\$ 1,980	\$ 92,671	2.70%	\$ 90,169	\$ 4,117	\$ 7,200	\$ 550	\$ 11,867	37.0%	\$ 7,478	\$ 2,041	\$ 99,687
3	\$ 27,191	\$ 87,750	\$ 5,000	\$ 2,970	\$ 122,911	4.05%	\$ 117,933	\$ 4,117	\$ 10,800	\$ 550	\$ 15,467	37.0%	\$ 9,746	\$ 2,668	\$ 130,347
4	\$ 54,381	\$ 117,000	\$ 10,000	\$ 3,960	\$ 185,341	5.40%	\$ 175,333	\$ 8,235	\$ 14,400	\$ 1,100	\$ 23,735	37.0%	\$ 14,955	\$ 3,981	\$ 194,270
5	\$ 54,381	\$ 146,250	\$ 10,000	\$ 4,950	\$ 215,581	6.75%	\$ 201,030	\$ 8,235	\$ 18,000	\$ 1,100	\$ 27,335	37.0%	\$ 17,224	\$ 4,567	\$ 222,821
6	\$ 54,381	\$ 175,500	\$ 10,000	\$ 5,940	\$ 245,821	8.10%	\$ 225,910	\$ 8,235	\$ 21,600	\$ 1,100	\$ 30,935	37.0%	\$ 19,492	\$ 5,137	\$ 250,539
7	\$ 81,572	\$ 204,750	\$ 15,000	\$ 6,930	\$ 308,252	9.45%	\$ 279,122	\$ 12,352	\$ 25,200	\$ 1,650	\$ 39,202	37.0%	\$ 24,701	\$ 6,366	\$ 310,190
8	\$ 81,572	\$ 234,000	\$ 15,000	\$ 7,920	\$ 338,492	10.80%	\$ 301,935	\$ 12,352	\$ 28,800	\$ 1,650	\$ 42,802	37.0%	\$ 26,970	\$ 6,895	\$ 335,799
9	\$ 81,572	\$ 263,250	\$ 15,000	\$ 8,910	\$ 368,732	12.15%	\$ 323,931	\$ 12,352	\$ 32,400	\$ 1,650	\$ 46,402	37.0%	\$ 29,238	\$ 7,407	\$ 360,576
10	\$ 108,763	\$ 292,500	\$ 20,000	\$ 9,900	\$ 431,163	13.50%	\$ 372,956	\$ 16,469	\$ 36,000	\$ 2,200	\$ 54,669	37.0%	\$ 34,448	\$ 8,553	\$ 415,956

\* Does not include Site Development Costs (Power, Grounding, Ethernet, WiFi, etc.)

\*\* Texas Installation & Commissioning Discounts (for other states, see I&C Discounts)

OUTDOOR*	ANNUAL WIRELESS FEES				ANNUAL SOFTWARE LICENSE					
	Sq Mi	4G LTE	Sensor LTE SIMs	TXShare NCTCOG	TOTAL	4G LTE	GD Sensors	Servers	Mobile Apps	TXShare NCTCOG
1	\$ 1,080	\$ 1,620	\$ 54	\$ 2,754	\$ 6,118	\$ 3,038	\$ 750	\$ 600	\$ 210	\$ 10,716
2	\$ 2,160	\$ 3,240	\$ 108	\$ 5,508	\$ 6,118	\$ 6,075	\$ 750	\$ 1,200	\$ 283	\$ 14,426
3	\$ 3,240	\$ 4,860	\$ 162	\$ 8,262	\$ 6,118	\$ 9,113	\$ 750	\$ 1,800	\$ 356	\$ 18,136
4	\$ 4,320	\$ 6,480	\$ 216	\$ 11,016	\$ 12,236	\$ 12,150	\$ 1,500	\$ 2,400	\$ 566	\$ 28,852
5	\$ 5,400	\$ 8,100	\$ 270	\$ 13,770	\$ 12,236	\$ 15,188	\$ 1,500	\$ 3,000	\$ 638	\$ 32,562
6	\$ 6,480	\$ 9,720	\$ 324	\$ 16,524	\$ 12,236	\$ 18,225	\$ 1,500	\$ 3,600	\$ 711	\$ 36,272
7	\$ 7,560	\$ 11,340	\$ 378	\$ 19,278	\$ 18,354	\$ 21,263	\$ 2,250	\$ 4,200	\$ 921	\$ 46,988
8	\$ 8,640	\$ 12,960	\$ 432	\$ 22,032	\$ 18,354	\$ 24,300	\$ 2,250	\$ 4,800	\$ 994	\$ 50,698
9	\$ 9,720	\$ 14,580	\$ 486	\$ 24,786	\$ 18,354	\$ 27,338	\$ 2,250	\$ 5,400	\$ 1,067	\$ 54,408
10	\$ 10,800	\$ 16,200	\$ 540	\$ 27,540	\$ 24,472	\$ 30,375	\$ 3,000	\$ 6,000	\$ 1,277	\$ 65,124





## Wytec International, Inc.

### Gunshot Detection Pricing – Installation & Commissioning Discounts By State

State	I&C Discount
Alabama	38.80%
Alaska	23.48%
Arizona	30.88%
Arkansas	38.15%
California	19.14%
Colorado	31.61%
Connecticut	28.34%
Delaware	32.86%
District of Columbia	13.03%
Florida	32.99%
Georgia	37.85%
Hawaii	0.00%
Idaho	31.35%
Illinois	37.94%
Indiana	37.63%
Iowa	38.41%
Kansas	39.27%
Kentucky	36.65%
Louisiana	37.42%
Maine	29.03%
Maryland	25.59%
Massachusetts	13.16%
Michigan	37.12%
Minnesota	36.52%
Mississippi	40.30%
Missouri	38.97%
Montana	32.39%
Nebraska	38.24%
Nevada	33.42%
New Hampshire	27.53%
New Jersey	27.91%
New Mexico	36.47%
New York	23.18%
North Carolina	35.66%
North Dakota	36.30%
Ohio	36.56%
Oklahoma	40.00%
Oregon	27.48%
Pennsylvania	34.41%
Rhode Island	29.46%
South Carolina	35.48%
South Dakota	36.65%
Tennessee	38.11%
Texas	36.99%
Utah	33.33%
Vermont	27.57%
Virginia	32.65%
Washington	27.48%
West Virginia	38.15%
Wisconsin	36.13%
Wyoming	37.08%

**APPENDIX A.2**  
**Service Area Designation Forms**

**EXHIBIT 3  
SERVICE DESIGNATION AREAS**

<b>Texas Service Area Designation or Identification</b>			
<b>Proposing Firm Name:</b>	WYTEC INTERNATIONAL INC.		
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</b>		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	<b>Will Service Entire State Of Texas</b>		
	<b>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.</b>		
<b>Item</b>	<b>Region</b>	<b>Metropolitan Statistical Areas</b>	<b>Designated Service Area</b>
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	YES
2.	High Plains	Amarillo Lubbock	YES
3.	Northwest	Abilene Wichita Falls	YES
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	YES
5.	Southeast	Beaumont-Port Arthur	YES
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	YES
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	YES
8.	Capital Texas	Austin-Round Rock	YES
9.	Alamo	San Antonio-New Braunfels Victoria	YES
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	YES
11.	West Texas	Midland Odessa San Angelo	YES
12.	Upper Rio Grande	El Paso	YES

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

<b>Nationwide Service Area Designation or Identification Form</b>			
<b>Proposing Firm Name:</b>		WYTEC INTERNATIONAL INC.	
<b>Notes:</b>		<b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b>	
		Will service all fifty (50) states	Will not service fifty (50) states
			Will Not Service U.S. until Pilots are completed
<p><b>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.</b></p> <p><b>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.</b></p>			
<b>Item</b>	<b>State</b>	<b>Region/MSA/City (write "ALL" if proposing to service entire state)</b>	<b>Designated as a Service Area</b>
1.	Alabama	FUTURE	
2.	Alaska	FUTURE	
3.	Arizona	FUTURE	
4.	Arkansas	FUTURE	
5.	California	ALL	ALL
6.	Colorado	FUTURE	
7.	Connecticut	FUTURE	
8.	Delaware	FUTURE	
9.	Florida	FUTURE	
10.	Georgia	FUTURE	
11.	Hawaii	FUTURE	
12.	Idaho	FUTURE	
13.	Illinois	FUTURE	
14.	Indiana	FUTURE	
15.	Iowa	FUTURE	
16.	Kansas	FUTURE	
17.	Kentucky	FUTURE	
18.	Louisiana	FUTURE	
19.	Maine	FUTURE	
20.	Maryland	FUTURE	

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

End of Exhibit 3

### **APPENDIX A.3**

**The categories awarded under this contract are listed on the following Exhibit 1.**

**EXHIBIT 1**  
**CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST**

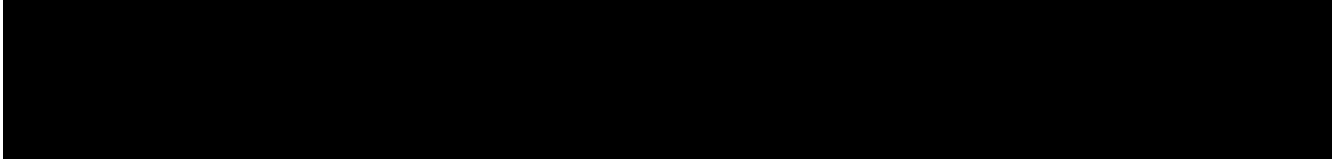
- **Please place a checkmark next to each Category that you are offering in your proposal:**

Service Category #1: Gunshot Detection Systems

Service Category #2: Other Ancillary Services

- **Proposed Contractual Discounts on Pricing for Categories Offered**

For each of the categories you selected above, provide your proposed **discount** off your list price on the attached *Bid Price Worksheet*. You may offer tiers of discounts based on the different bid items or the sale quantity.





**APPENDIX B  
DEBARMENT CERTIFICATION**

I, William H. Gray  
(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

Wytec International, Inc.,  
(Name of lower tier participant)

nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

**EXCEPTIONS:**

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---



---

William H. Gray  
Signature of Certifying Official  
CEO

---

Title  
1.23.2025

---

Date of Certification

## **APPENDIX C 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.

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

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- (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, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature

CEO  
\_\_\_\_\_  
Title

Wytec International, Inc.  
\_\_\_\_\_  
Agency

1.23.205  
\_\_\_\_\_  
Date

**APPENDIX D  
ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY**

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 will be ineligible for consideration of contract award.

**D-1: 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.

**Check one of the following:**

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.

**-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.

Wytec International, Inc.

\_\_\_\_\_  
Name of Organization/Contractor

*William H. Gray*

\_\_\_\_\_  
Signature of Authorized Representative

William H. Gray, CEO

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

1.23.2025

\_\_\_\_\_  
Date

**D-2: 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 CONTRACTOR; 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.

**Check one of the following:**

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

**-OR-**

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

Wyec International, Inc.

Name of Organization/Contractor

William H Gray

Signature of Authorized Representative

William H. Gray, CEO

Printed/Typed Name and Title of Authorized Representative

1.23.2025

Date

**D-3: 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.

**Check one of the following:**

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

**-OR-**

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

Wytec International, Inc.

Name of Organization/Contractor

William H. Gray

Signature of Authorized Representative

William H. Gray, CEO

Printed/Typed Name and Title of Authorized Representative

1.23.2025

Date

## APPENDIX E

### NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

**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 will be ineligible for consideration of contract award.**

### REQUIRED 2 CFR 200 CLAUSES

#### Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (CONTRACTOR)

- 1. Equal Employment Opportunity.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. Davis-Bacon Act.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 3. Contract Work Hours and Safety Standards.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 4. Rights to Invention Made Under Contract or Agreement.** CONTRACTOR agrees to comply with all applicable provisions of 37 CFR Part 401.
- 5. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** CONTRACTOR agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6. Debarment/Suspension.** CONTRACTOR is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CONTRACTOR and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
- 7. Restrictions on Lobbying.** CONTRACTOR of these funds is prohibited from using monies for lobbying purposes; CONTRACTOR shall comply with the special provision “Restrictions on Lobbying”. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 8. Procurement of Recovered Materials.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.322.
- 9. Anti-Israeli Boycott.** By accepting this work order, CONTRACTOR hereby certifies the following:
  - (1) CONTRACTOR’s Company does not boycott Israel; and
  - (2) CONTRACTOR’s Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

- (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 an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.



**10. Domestic Preference for Procurements**

As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**11. Trafficking in Persons**

The contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from

- (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) procure a commercial sex act during the period of time that the award is in effect;
- (iii) used force labor in the performance of the award or subawards under the award.

The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor

- (i) is determined to have violated an applicable prohibition;
- (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term.

NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

**Check and complete one of the following:**

  X   The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Name of Organization/Contractor

William H. Gray  
Signature of Authorized Representative

William H. Gray, CEO  
Printed/Typed Name and Title of Authorized Representative

1.23.25  
Date

**-OR-**

       The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG

Name of Organization/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
Date