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REQUEST FOR PROPOSALS

For

AED Kiosk Services

RFP # 2024-074

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

AED123, LLC

Legal Name of Proposing Firm

Bobby Wehmeyer

Founder & CEO

Contact Person for This Proposal

Title

214-238-4181

Contact Person Telephone Number

bobby@aed123.com

Contact Person E-Mail Address

1319 Motor Circle

Dallas, TX

75207

Street Address of Principal Place of Business

City/State

Zip

1319 Motor Circle

Dallas, TX

75207

Mailing Address of Principal Place of Business

City/State

Zip

Bobby Wehmeyer

Founder & CEO

Point of Contact for Contract Negotiations

Title

214-238-4181

Point of Contact Telephone Number

bobby@aed123.com

Point of Contact Person E-Mail Address

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

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

(Cover Sheet)

Contents

Tab A – Capacity to Delivery	3
Tan B – Demonstrated Past Success	4
Tab C – Quality Control.....	5
Tab D – Technical Proposal	6
A. Proposal Narrative – Service Category #1: AED Kiosk Services	6
A. Proposal Narrative – Service Category #2: Other Ancillary Services.....	10
B. Proposed Scope of Services.....	11
Tab E – Proposal Pricing.....	12
Tab F – References	13
Tab G – Required Attachments	14

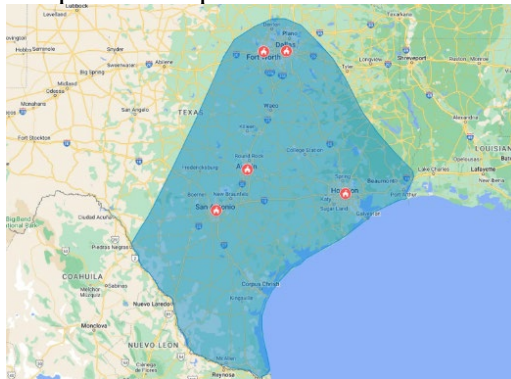
Tab A – Capacity to Delivery

AED123 provides Outdoor AEDs in a variety of formats to cities across Texas. In North Texas, we provide outdoor AED service for parks in many municipalities, including the City of Plano, City of McKinney, and City of Anna.

We provide high-touch AED service plans that are affordable. Our technicians visit each AED location monthly to ensure each device is ready for use and has not been tampered with or vandalized. We have AEDs and outdoor AED cabinets in stock, in Dallas, and our 3 Dallas Technicians are available to install and service new AEDs within a week of contract signing.

We are headquartered in the Design District in Dallas, and we have 10 full-time employees based in North Central Texas. We have 6 additional full-time employees across the state. We have been in business for nearly 6 years, we have more than 1,000 active customers, and the AEDs that we manage have now saved 20 lives.

We provide in-person service of AEDs within the service area shown below:



Our team is proud to provide excellent service to our strong base of municipal and county government customers across North Texas.

Tan B – Demonstrated Past Success

We provide AED service to many dozens of cities and counties across Texas.

20 lives have been saved by our AEDs, including 6 in North Texas Cities/Counties:

- 1 life saved 1/20/2024 at Gabe Nesbitt Community Park (City of McKinney)
- 1 life saved 10/7/2022 at the Tom Muehlenbeck Recreation Center (City of Plano)
- 1 life saved 2/5/2024 in the City of Wylie
- 1 life saved 7/13/2023 in Hood County
- 1 life saved 4/8/2022 in the City of Southlake
- 1 life saved 12/1/2020 in the City of University Park

Tab C – Quality Control

AED123 is committed to quality in the services we deliver. We apply a six-sigma approach to device readiness, identifying and remedying the root cause of every incident where a device is found not ready for use.

With AED Kiosks, the biggest risks are vandalism and theft. Our technicians visit sites monthly and address any issues with these.

Our technicians arrive parks in uniform, with name badges, in a marked van.



As part of our full-service plan, we cover the replacement of any devices that are lost to theft.

We have never been part of any litigation alleging failure to perform, and we have never had a contract terminated due to non-performance.

Tab D – Technical Proposal

A. Proposal Narrative – Service Category #1: AED Kiosk Services

Mission and Service Offering

AED123 is a DFW-based company that provides AED Services to municipal governments, county governments, and other organizations and businesses.

Bobby Wehmeyer founded AED123 in 2018 after he saved his father's life with an AED. AED123's objective is to make it easier for organizations to have and maintain AEDs – especially in broadly used public places like parks. Over the last 6 years, the AEDs we manage have saved 20 lives – including two at North Texas Parks

Our Service Offerings include:

- Sales of AEDs, Outdoor AED Cabinets, and Outdoor AED Kiosks
- Monthly Service of AEDs, Outdoor AED Cabinets, and Outdoor AED Kiosks
- Service of other AEDs, First Aid Centers, Bleed Control Kits, and Narcan Packs
- AED/CPR and First Aid Training

Product Details

AEDs

We distribute and service all FDA-approved AEDs. All AEDs include voice and visual use instructions, and all FDA-approved AEDs complete automated self-tests.

Cabinets / Kiosks

We offer two types of outdoor kiosks /cabinets for parks:

1. AIVIA Kiosk / Stand
 - A professional looking kiosk at an affordable price
 - Comes with stand for mounting on pad in middle of park
 - Waterproof and pressure adjusting enclosure
 - Cabinet provides cellular notice of cabinet opening and AED removal
 - Built-in surveillance camera can capture photos of person opening cabinet and removing AED
 - Cabinet has ability to call 911
 - Climate controlled cabinets are available, but should not be necessary
 - Emergency Signage and LED lighting
 - LCD screens can be incorporated if desired
 - Stand requires power supply; base of stand has compartment for this
2. Standard Outdoor Cabinet
 - At a fraction of the cost of a self-standing kiosk, the standard outdoor cabinet enables cities to fund deployment of more AEDs at more parks. The City of Plano and the City of McKinney selected this option for their parks.
 - Fully waterproof, with no penetrations
 - Pressure-adjusting valve ensures negative or positive pressure do not build up inside the enclosure, and adjust for humidity to avoid moisture on front windowpane
 - Solar decal on exterior helps to control temperature during heat of summer

Timeline

AED123 stocks all FDA-Approved AED Models and Outdoor AED cabinets. These can be installed with 2-3 days' notice. AIVIA Kiosk / Stand installations require 1-2 months' lead time and require that the Customer provides a pad and electrical hookup.

Product Visuals

AIVIA Kiosk / Stand



Standard Outdoor Cabinet



Service Plan Details

Our Service includes

- Monthly, In-Person Device Inspections with timestamps and photo/video logs of each inspection
- Replacement of Batteries and Pads (included in the cost of the plan)
- Replacement of Cabinet Batteries (included in the cost of the plan)
- Troubleshooting and performance of basic repairs
- 24/7 Customer Service, with same day, in-person, resolution of issues
- AED Loaners (if an AED isn't working, and our tech can't fix it on the spot, then we sub in a loaner AED from our fleet, at no additional cost)
- Software Updates (these are required when CPR guidelines change, or if devices are subject to a recall)
- Physician Oversight (our Medical Director is Dr. Greg Barker from Cook Children's Heart Center)
- Device Registration with EMS
- Post-Use Support (we manage use reporting and continuous improvement review; we pull data from the device and can share it with the patient's physician, and we restore the device)
- Monthly reporting that includes service dates/times, asset detail, and asset status (reports are fully customizable)
- Insurance meeting all municipal / county government requirements
- Discounts on Purchase of AEDs and CPR Training

Our service is comprehensive and turnkey:

- We ensure AEDs meet ALL requirements of Automated External Defibrillator programs according to standards set by the AHA, device manufacturers, and the Texas Health and Safety code Title 9, subtitle B, Chapter 779.
- Our record keeping processes related to program administration, maintenance and training meet and exceed guidelines specified by the AHA Heartsaver program.
- We cover the cost of all labor, materials, staff, transportation, licenses, warranty repairs, emergency visits, and any other cost required to ensure our customers' AEDs are compliant and ready for use.

Our technicians document all inspections with the AED123 app. Among other checks, the app enables our technicians to record a video of each inspection, documenting the device's ready indicator. All inspections start with bar-code scans, and all inspection forms are time-stamped and geocoded for complete documentation.

Background Checks / Drug Tests

AED123's Field Service technicians have all passed background checks and drug tests per AED123's policies.

Quote Process

On request from a Customer, AED123 will provide a quote that details all one-time costs for equipment installation, and ongoing monthly, or annual, costs for equipment service.

Customer Interaction

AED123 will work closely with the Customer to schedule the installation of equipment and ensure our onboarding process runs smoothly and exceeds expectations. Once equipment is installed, AED123 will provide monthly reporting (see sample below) on the first of each month, showing the date and time of each AED inspection and confirming that all devices are ready for use.

Report: Assets

City of McKinney Asset List

Enable Field Editing

<input type="checkbox"/> Account Name ↑	<input type="checkbox"/> Service Plan (Asset Owner) ↑	<input type="checkbox"/> Location Description ↑	<input type="checkbox"/> Asset Type	<input type="checkbox"/> Last Inspection	<input type="checkbox"/> Status
<input type="checkbox"/> CoM - Al Ruschhaupt Park - Phase I (1)	Full-Service Plan (AED123 Owned) (1)	Concession Stand	Physio-Control LIFEPAK CR2	6/7/2024 11:54 AM	Ready for use
<input type="checkbox"/> CoM - Al Ruschhaupt Park - Phase II (1)	Full-Service Plan (AED123 Owned) (1)	Concession Stand	Physio-Control LIFEPAK CR2	6/7/2024 11:49 AM	Ready for use
<input type="checkbox"/> CoM - Bonnie Wenk Dog Park (1)	Full-Service Plan (AED123 Owned) (1)	Dog Park (on brick column)	Physio-Control LIFEPAK CR2	6/7/2024 11:08 AM	Ready for use
<input type="checkbox"/> CoM - Bonnie Wenk Park Lacrosse Fields (1)	Full-Service Plan (AED123 Owned) (1)	Lacrosse Field	Physio-Control LIFEPAK CR2	6/7/2024 11:11 AM	Ready for use
<input type="checkbox"/> CoM - Buildings A, B, C & D (1)	Full-Service Plan (AED123 Owned) (1)	Building A - Outside of Sign Shop	Philips HeartStart OnSite	6/7/2024 2:49 PM	Ready for use
<input type="checkbox"/> CoM - Erwin Park (1)	Full-Service Plan (AED123 Owned) (1)	Fence near Skills Area	Physio-Control LIFEPAK CR2	6/6/2024 3:01 PM	Ready for use
<input type="checkbox"/> CoM - Finch Park (1)	Full-Service Plan (AED123 Owned) (1)	Restroom	Physio-Control LIFEPAK CR2	6/7/2024 1:50 PM	Ready for use
<input type="checkbox"/> CoM - Gabe Nesbitt Baseball Fields (1)	Full-Service Plan (AED123 Owned) (1)	Concession Stand	Physio-Control LIFEPAK CR2	5/10/2024 12:22 PM	Ready for use
<input type="checkbox"/> CoM - Gabe Nesbitt Softball Fields (1)	Full-Service Plan (AED123 Owned) (1)	Concession Stand (next to playground)	Physio-Control LIFEPAK CR2	5/10/2024 12:33 PM	Ready for use
<input type="checkbox"/> CoM - Grady Littlejohn Complex (1)	Full-Service Plan (AED123 Owned) (1)	Light Post near SW Corner of Playground	Physio-Control LIFEPAK CR2	6/7/2024 3:12 PM	Ready for use
<input type="checkbox"/> CoM - Mouzon Fields at Old Settlers Park (1)	Full-Service Plan (AED123 Owned) (1)	Concession Stand	Physio-Control LIFEPAK CR2	6/7/2024 1:34 PM	Ready for use
<input type="checkbox"/> CoM - North Park (1)	Full-Service Plan (AED123 Owned) (1)	Restrooms	Physio-Control LIFEPAK CR2	6/7/2024 8:27 AM	Ready for use
<input type="checkbox"/> CoM - The Courts at Gabe Nesbitt Community Park (1)	Full-Service Plan (AED123 Owned) (1)	On light post, across from new restrooms	Philips HeartStart OnSite	5/10/2024 12:28 PM	Ready for use
<input type="checkbox"/> CoM - Towne Lake (2)	Full-Service Plan (AED123 Owned) (2)	Concession Stand	Physio-Control LIFEPAK CR2	6/7/2024 3:03 PM	Ready for use

Invoicing

We allow for either auto-pay or invoicing. Our auto-pay service allows customers to use credit cards. For invoices, we generally provide 30-day payment terms, and we can be flexible if a city has a different policy. We do not require progress payments or deposits. We will not begin work for a city or county until we have either a signed agreement or an official PO.

Contact Info

Bobby Wehmeyer will be the contact for proposal evaluation, contracting, and contract administration:

Bobby Wehmeyer
Founder & CEO

Phone: 214-238-4181
Email: bobby@aed123.com

AED123
1319 Motor Circle
Dallas, TX 75207

A. Proposal Narrative – Service Category #2: Other Ancillary Services

In addition to outdoor AED cabinets and service, AED123 offers the following:

- Sales and Service of other types of Cabinets / AEDs
- Bleed Control Service
- Narcan Service
- First Aid Cabinet Service
- AED/CPR and First Aid Training

B. Proposed Scope of Services

AED123 proposes providing kiosks and service that include the following:

AIVIA Kiosk / Stand

- A professional looking kiosk at an affordable price
- Stand for mounting on pad in middle of park
- Waterproof and pressure adjusting enclosure
- Cellular notice of cabinet opening and AED removal
- Ability to call 911
- Built-in surveillance camera to capture photos of person opening cabinet and removing AED
- Climate controlled version of the cabinet is available, but should not be necessary and is not included in our pricing
- Emergency signage and LED lighting
- LCD screens can be incorporated if desired, but are not included in our pricing
- Stand requires power supply; base of stand has compartment for this

Standard Outdoor Cabinet

- Reliable outdoor cabinet at a fraction of the cost of a self-standing kiosk
- Fully waterproof, with no penetrations
- Pressure-adjusting valve ensures negative or positive pressure do not build up inside the enclosure, and adjust for humidity to avoid moisture on front windowpane
- Emergency Signage
- Solar decal on exterior helps to control temperature during heat of summer
- Does not require pad or power supply

Tab E – Proposal Pricing

AIVIA Kiosk / Stand (upfront cost)

\$5,025 / Unit

Does not include the cost of pad or electrical hookup which is typically managed by customer. If customer would prefer that AED123 install the pad and electrical, AED123 can work with a contractor for this and pass the cost through to customer with a 10% markup.

Service of AIVIA Stand and AED owned by the Customer (annual recurring cost)

\$1,067 / Unit

Volume discounts are available for > 5 units

Outdoor Cabinet Installation with Signage (upfront cost)

\$335 / Unit

Volume discounts are available for > 5 units

Service of Outdoor Cabinet and AED owned by the Customer (annual recurring cost)

\$627 / Unit

Volume discounts are available for > 5 units

Tab F – References

City of Plano

Contact: Brad McCutcheon

Address: 1520 K Avenue, Plano, TX 75074

Phone: 972-941-7158

Email: bradmc@plano.gov

City of McKinney

Contact: Charlie Skaggs

Address: 2200 Taylor Burk Dr., McKinney, TX 75071

Phone: 972-547-2883

Email: cskaggs@mckinneytexas.org

City of Mansfield

Contact: Kevin Sandifer

Address: 1200 East Broad Street, Mansfield, TX 76063

Phone: 817-804-5772

Email: kevin.sandifer@mansfieldtexas.gov

Hood County

Contact: Margaret Campbell

Address: 401 Deputy Larry Miller Drive, Granbury, TX 76048

Phone: 817-579-3335

Email: mcampbell@co.hood.tx.us

City of Anna

Contact: Thomas Brown

Address: 120 West 7th Street, Anna, TX 75409

Phone: 214-831-5347

Email: tbrown@annatexas.gov

EXHIBIT 1
CATEGORIES OFFERED

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

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

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

EXHIBIT 2
SAMPLE MARKET BASKET FORM

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

Lump Sum Cost \$ \$15,075 up front and \$2,325 per year for service
*Does not include cost of pad or electrical hookup

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

EXHIBIT 3
SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

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

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

End of Exhibit 3

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

REQUIRED ATTACHMENT CHECKLIST

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

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

Compliance with the Solicitation

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

Acknowledgment of Insurance Requirements

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

AED123

Name of Organization/Contractor

Bobby Wehmeyer

Signature of Authorized Representative

Bobby Wehmeyer, Founder & CEO

Printed/Typed Name and Title of Authorized Representative

6/12/2024
Date

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

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

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

AED123

Name of Organization/Contractor

Bobby Wehmeyer

Signature of Authorized Representative

Bobby Wehmeyer, Founder & CEO

Printed/Typed Name and Title of Authorized Representative

6/12/2024

Date

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

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

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

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

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

AED123

Name of Organization/Contractor(s):

G7W1HBGW85R9

SAM.GOV Unique Identity ID:

Bobby Wehmeyer

Signature of Authorized Representative

Bobby Wehmeyer, Founder & CEO

Printed/Typed Name and Title of Authorized Representative

6/12/2024

Date

**ATTACHMENT IV:
RESTRICTIONS ON LOBBYING**

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

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

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

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

(Attachment continued on next page)

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

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

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

AED123

Name of Organization/Contractor

Bobby Wehmeyer

Signature of Authorized Representative

Bobby Wehmeyer, Founder & CEO

Printed/Typed Name and Title of Authorized Representative

6/12/2024

Date

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

The AED123 (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the AED123 (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

AED123

Name of Organization/Contractor

Bobby Wehmeyer

Signature of Authorized Representative

Bobby Wehmeyer, Founder & CEO

Printed/Typed Name and Title of Authorized Representative

6/12/2024

Date

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

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

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

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

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

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

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

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

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

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

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

AED123

Name of Organization/Contractor

Bobby Wehmeyer

Signature of Authorized Representative:

Bobby Wehmeyer, Founder & CEO

Printed/Typed Name and Title of Authorized Representative

6/12/2024

Date

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

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

Bobby Wehmeyer

Name of Organization/Contractor

Bobby Wehmeyer

Signature of Authorized Representative

Bobby Wehmeyer, Founder & CEO

Printed/Typed Name and Title of Authorized Representative

6/12/2024

Date

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

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

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

Indicate the certification that applies to your corporation:

✓

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

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

Type of Business (if not corporation):

☐

Sole Proprietor

☐

Partnership

☒

Other

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

AED123

Name of Organization/Contractor

Bobby Wehmeyer

Signature of Authorized Representative

Bobby Wehmeyer, Founder & CEO

Printed/Typed Name and Title of Authorized Representative

6/12/2024

Date

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

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

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

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

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

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

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

Indicate all that apply:

_____ Minority-Owned Business Enterprise
None Apply _____ Women-Owned Business Enterprise
_____ Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Bobby Wehmeyer
Authorized Signature

Bobby Wehmeyer
Typed Name

6/12/2024
Date

ATTACHMENT X
NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

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

(Attachment continued on next page)

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

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

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

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

AED123

Name of Organization/Contractor

Bobby Wehmeyer

Signature of Authorized Representative

Bobby Wehmeyer, Founder & CEO

Printed/Typed Name and Title of Authorized Representative

6/12/2024

Date:

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date _____

(Attachment continued on next page)

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

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

Name of Organization/Contractor **AED123**

Bobby Wehmeyer

Signature of Authorized Representative

Bobby Wehmeyer, Founder & CEO

Printed/Typed Name and Title of Authorized Representative

6/12/2024

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; font-size: 1.2em;">NONE - N/A</div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; border-bottom: 1px solid black; width: 60%; margin: 0 auto;"> Name of Officer </div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center;"> <div style="font-family: cursive; font-size: 1.2em; margin-bottom: 5px;">Bobby Wehmeyer</div> <div style="border-top: 1px solid black; width: 100%;"></div> <div style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</div> </div> <div style="text-align: center;"> <div style="font-size: 1.2em; margin-bottom: 5px;">6/12/2024</div> <div style="border-top: 1px solid black; width: 100%;"></div> <div style="font-size: 0.8em;">Date</div> </div> </div>		