

**AMENDMENT #1
TO
MASTER SERVICES AGREEMENT #2021-083
PUBLIC SECTOR PROCUREMENT CONSULTING SERVICES**

This AMENDMENT (“Amendment”) to the Master Services Agreement #2021-083 (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

Periscope Holdings Inc.
Attn: Marchetta Gillespie
5000 Plaza on the Lake, Suite 100
Austin, TX 78746
(512)472-9062
mgillespie@periscopeholdings.com

hereinafter referred to as “Service Provider”, (collectively, “the Parties”).

WHEREAS, the Parties entered into the Original Contract on **March 1, 2022** (the “Original Contract”); and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **Revise pricing to reflect that on page 2 of this amendment.**
- **Extend the agreement through February 24, 2027.**

The Parties agree to the amendment of this agreement as of the date of last signature on this AMENDMENT.

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment at Arlington, Tarrant County, Texas effective the last date of signature on this amendment (the “Effective Date”).

PERISCOPE HOLDINGS INC.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

DocuSigned by:

DocuSigned by:

Mark Eigenbauer

3/21/2024

Mike Eastland 3/21/2024

Signature

Date

A4E72C1BEF0E426...

Signed

Date

Mark Eigenbauer

R. Michael Eastland
Executive Director

Printed Name

President

Title

March 19, 2024

North Central Texas Council of Governments (NCTCOG)
Attn: Mr. R. Michael Eastland, Executive Director
P.O. Box 5888
Arlington, TX 76005-5888

**Re: Master Services Agreement #2012-083 – Amendment #1
Public Sector Procurement Consulting Services**

Dear Mr. Eastland,

NIGP Consulting is in receipt of the NCTCOG Amendment #1 to the subject contract for Public Sector Procurement Consulting Services. NIGP Consulting has found great success leveraging this cooperative contract with entities throughout the United States. We are committed to this cooperative contracting relationship and are interested in the proposed extension through 2/24/27.

NIGP Consulting respectfully requests consideration of a maximum hourly rate increase for the defined positions under the contract. We request a 3% increase in the hourly rates, which we will commit to hold thru the 2nd year (thru 2/24/26), followed by an additional 3% hourly rate increase for the final year (thru 2/24/27). Requested revised maximum hourly rates are detailed below:

Position Description	Rates (2/25/24 – 2/24/26)	Rates (2/25/26 – 2/24/27)
Senior Procurement Consultant	257.50	265.23
Procurement Consultant	206.00	212.18
Sr Procurement Support Specialist	113.30	148.53
Procurement Support Specialist	114.40	116.70
Procurement Analyst	82.40	84.87

It continues to be our great pleasure to partner under this cooperative with the North Central Texas Council of Governments. We have found our past 2 years under this cooperative to be very valuable and look forward to a continued partnership thru 2027. Thank you for your consideration of this hourly rate increase request. We look forward to hearing from you further.

Respectfully,

Marcheta Gillespie

Marcheta Gillespie, FNIGP, NIGP-CPP, CPPO, CPPB, C.P.M., CPM
President, NIGP Code & Consulting
mgillespie@nigp.com

c: Charles Oberrender, CPPB

**APPENDIX B
DEBARMENT CERTIFICATION**

I, Mark Eigenbauer President
(Name of certifying official)

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

Periscope Holdings, 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:

DocuSigned by:

Mark Eigenbauer

Signature of Certifying Official
President

Title
3/19/2024

Date of Certification

Form 1734
Rev.10-91
TPFS

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.

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Appendix C.1

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.

DocuSigned by:

Mark Eigenbauer

Signature

President

Title

Periscope Holdings, Inc

Agency

3/19/2024

Date

**APPENDIX D
ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY**

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to 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.

Continued on Next Page

**Appendix 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.

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.

SIGNATURE OF AUTHORIZED PERSON:

DocuSigned by:

Mark Eigenbauer

NAME OF AUTHORIZED PERSON:

EA748BA1E7C3485
Mark Eigenbauer

NAME OF COMPANY:

Periscope Holdings, Inc

DATE:

3/19/2024

-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.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Appendix 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 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.

SIGNATURE OF AUTHORIZED PERSON: DocuSigned by:
Mark Eigenbauer
 NAME OF AUTHORIZED PERSON: MARK EIGENBAUER
 NAME OF COMPANY: Periscope Holdings, Inc.
 DATE: 3/19/2024

-OR-

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

SIGNATURE OF AUTHORIZED PERSON: _____
 NAME OF AUTHORIZED PERSON: _____
 NAME OF COMPANY: _____
 DATE: _____

Appendix 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.

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

SIGNATURE OF AUTHORIZED PERSON:	DocuSigned by: <i>Mark Eigenbauer</i>
NAME OF AUTHORIZED PERSON:	EA746BA1E7C3495... Mark Eigenbauer
NAME OF COMPANY:	Periscope Holdings, Inc.
DATE:	3/19/2024

-OR-

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

SIGNATURE OF AUTHORIZED PERSON:	
NAME OF AUTHORIZED PERSON:	
NAME OF COMPANY:	
DATE:	