

AMENDMENT #1
to
Agreement # 2021-007 NIGHT VISION SOLUTIONS

This AMENDMENT (“Amendment”) to the Services Agreement #2021-007 (“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

Night Vision Devices, Inc.
5583 Roosevelt Street,
Whitehall, PA 18052
Attn: John Lesniak
610-395-4535
john.lesniak@nvdevices.com

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

WHEREAS, the Parties entered into the Original Contract on **July 6, 2021**; and

WHEREAS, Section 8.14 of the Original Contract allows for amendments; 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:

- **extend the Original Contract through June 24, 2023. This is year 1 of 4 of the optional renewals.**
- **amend the Original Contract to include the language on Attachment I incorporated herein.**
- **amend the Original Contract to include the price increases and product offering adjustments on Attachment II incorporated herein.**

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 authorized representatives of the Parties hereby execute this Amendment.

Night Vision Devices, Inc.

North Central Texas Council of Governments

<i>Jo Ann Franks</i>	4/18/2022
Signature	Date

DocuSigned by: <i>Mike Eastland</i>	4/19/2022
Signature	Date

 Jo Ann Franks
 Printed Name
 Contract Administrator

 Title

R. Michael Eastland
 Executive Director

ATTACHMENT I

**NCTCOG AGREEMENT/CONTRACT CLAUSES FOR
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.

**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:

NAME OF AUTHORIZED PERSON:



 Jo Ann Franks

Night Vision Devices, Inc.

NAME OF COMPANY:

4/18/2022

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.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

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:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Jo Ann Franks

 Jo Ann Franks

 Night Vision Devices, Inc.

 4/18/2022

-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:

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:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Jo Ann Franks

 Jo Ann Franks

 Night Vision Devices, Inc.

 4/18/2022

-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:

ATTACHMENT II

Night Vision Devices Inc.
 5583 Roosevelt Street
 Whitehall, PA 18052-4535
 Ph: 610-395-9743
 Fax: 610-395-9744
 Email: sales@nvdevices.com
www.nvdevices.com
 CAGE: 36ZQ7
 GSA contract # GS07F0022V

14 April 2022

North Central Texas Council of Governments
 Attn: North Texas Share
 P.O. BOX 5888
 Arlington, TX 76005-5888

Attn: Ms. Mandy Collett, Business Service Manager
 Email: mcollett@nctcog.org

Attn: Ms. Kristen Torres, Buyer
 Email: KTorres@nctcog.org

Subject: Notification of Price Increase & Removal of Items to N TX Share Master Services Agreement
 #2021-007 - Night Vision Solutions

References: 1) NVD Quote "JL041222C_North_Texas_2022-02" dated 4/13/22
 3) Email from K. Torres to J. Lesniak dated 4/15/22 regarding Amendment #1

Enclosure: NVD Quote "JL041222C_North_Texas_2022-02" dated 4/13/22

Dear Ms. Collett and Ms. Torres,

Night Vision Devices, Inc. hereby respectfully notifies North Central Texas Council of Governments "NCTCOG" of its price increase, effective 4/14/2022, for all products listed on NVD's Updated Price List identified within NVD Quote JL041222C_North_Texas_2022-02 under the Master Services Agreement # 2021-007 "Night Vision Solutions".

This price increase is due to the inflationary increase in costs that we are currently experiencing on our products and as a result, unfortunately, we must adjust our pricing accordingly.

Additionally, the following items are no longer available from NVD and have been removed from NVD's Price List:

Item Category	Part Number	Description
Night Vision System	NVD-PVS-7-18	P-43 Green Phosphor, 1900+ Min FOM
IR Illumination Device	NVD-9003	Steiner DBAL-12
Thermal Night Vision System	12712-3610-07	Optics 1 Clip On Thermal Imaging System (COTI)
Night Vision Weapon Sights	26807-CU	A/N PVS-30, Green Phosphor, (Refurbished) Accessory Kit (Limited Inventory)



Night Vision Devices Inc.
5583 Roosevelt Street
Whitehall, PA 18052-4535
Ph: 610-395-9743
Fax: 610-395-9744
Email: sales@nvdevices.com
www.nvdevices.com
CAGE: 36ZQ7
GSA contract # GS07F0022V

Should you have any questions regarding this matter, please contact either the undersigned via email at joann.franks@nvdevices.com, or John Lesniak, Senior Director, Business Development at john.lesniak@nvdevices.com, or give a call at phone number (610) 395-9743.

Regards,

A handwritten signature in cursive script that reads "Jo Ann Franks".

Jo Ann Franks
Contract Administrator



QUOTE

NIGHT VISION DEVICES
 5583 Roosevelt Street
 Whitehall, PA 18052-1219

CAGE CODE: 36ZQ7
DUNNS: 165251906
TIN/EIN: 202232863

Date: 4/13/2022
 Quote # JL032921B-NCTCOG-02
 Expiration Date: 6/5/2022

SEE ORCA FOR OFFICIAL CERTIFICATION

Electronic Funds Transfer (EFT)
 Financial Institution: Key Bank
 ABA Routing #: 222370440
 Account #: 0000583065

To **North Central Texas Council of Govt's**
Attn: Mandy Collette
616 Six Flags Drive
Arlington, TX 76011

Shipping Method	Shipping Terms	Inspection/Acceptance	Payment Terms
UPS Ground	FOB Origin	Destination	Net 30

Line	Part Number	Description	Unit Price	ARO	Line Total
Night Vision Systems					
A/N PVS-7 Goggle Systems					
1	NVD-PVS-7-16	P-43 Green Phosphor, 1600 Min FOM	\$3,137.40	90-120 Days	TBD
2	NVD-PVS-7-WP-16	P-45 White Phosphor, 1600 Min FOM	\$3,247.65	90-120 Days	TBD
A/N PVS-14 Monocular System					
3	140018	P-43 Green Phosphor, 1600 Min FOM	\$2,559.00	90-120 Days	TBD
4	140020	P-43 Green Phosphor, 2200+ Min FOM	\$3,359.00	90-120 Days	TBD
5	140021	P-45 White Phosphor, 1600 Min FOM	\$2,546.25	90-120 Days	TBD
6	140023	P-45 White Phosphor, 2200+ Min FOM	\$3,445.00	90-120 Days	TBD
7	140016	P-45 w/ L-3 White Phosphor Filmless Min FOM 1800	\$3,701.25	150-180 Days	TBD
8	140017	P-45 w/ L-3 White Phosphor Filmless Min FOM 2300+	\$4,331.25	150-180 Days	TBD
NVD-BNVD Systems (PVS-15 Equivalent)					
9	NVD-BNVD-16	P-43 Green Phosphor, 1600 Min FOM	\$5,884.35	90-120 Days	TBD
10	NVD-BNVD-22	P-43 Green Phosphor, 2200+ Min FOM	\$7,554.75	90-120 Days	TBD
11	NVD-BNVD-WP-16	P-45 White Phosphor, 1600 Min FOM	\$6,294.75	90-120 Days	TBD
12	NVD-BNVD-WP-22	P-45 White Phosphor, 2200+ Min FOM	\$7,659.75	90-120 Days	TBD
NVD-BNVD-SG Systems (PVS-31 Equivalent)					
13	NVD-BNVD-SG-16	P-43 Green Phosphor, 1600 Min FOM	\$5,769.75	90-120 Days	TBD

Export of the commodities described herein is strictly prohibited without a valid export license issued by the U.S. Department of State Office of Munitions Control prescribed in the International Traffic in Arms Regulations (ITAR) Title 22. Code of Federal Regulations parts 121-128.

14	NVD-BNVD-SG-22	P-43 Green Phosphor, 2200+ Min FOM	\$7,764.75	90-120 Days	TBD
15	NVD-BNVD-SG-WP-16	P-45 White Phosphor, 1600 Min FOM	\$6,399.75	90-120 Days	TBD
16	NVD-BNVD-SG-WP-22	P-45 White Phosphor, 2200+ Min FOM	\$7,764.75	90-120 Days	TBD
17	NVD-BNVD-SG-WP-L-18	P-45 White Phosphor, L-3 Filmless, 1800 Min FOM	\$7,974.75	150-180 Days	TBD
18	NVD-BNVD-SG-WP-23	P-45 White Phosphor, L-3 Filmless, 2300+ Min FOM	\$9,129.75	150-180 Days	TBD
		NVD-BNVD-SG-UL Systems (PVS-31 Equivalent)			
19	NVD-BNVD-SG-UL-16	P-43 Green Phosphor, Lightweight Optics, 1600 Min FOM	\$7,134.75	90-120 Days	TBD
20	NVD-BNVD-SG-UL-22	P-43 Green Phosphor, Lightweight Optics, 2200+ Min FOM	\$9,129.75	90-120 Days	TBD
21	NVD-BNVD-SG-UL-WP-16	P-45 White Phosphor, Lightweight Optics, 1600 Min FOM	\$7,554.75	90-120 Days	TBD
22	NVD-BNVD-SG-UL-WP-22	P-45 White Phosphor, Lightweight Optics, 2200+ Min FOM	\$9,234.75	90-120 Days	TBD
23	NVD-BNVD-SG-UL-WP-L-18	P-45 White Phosphor, Lightweight, L-3 Filmless, 1800+ Min FOM	\$9,234.75	150-180 Days	TBD
24	NVD-BNVD-SG-UL-WP-L-23	P-45 White Phosphor, Lightweight, L-3 Filmless, 2300+ Min FOM	\$10,389.75	150-180 Days	TBD
		NVD-BNVD-Mini (PVS-31 Equivalent)			
25	NVD-Mini B-16	P-43 Green Phosphor, 1600 Min FOM	\$7,449.75	90-120 Days	TBD
26	NVD-Mini-B-22	P-43 Green Phosphor, 2200+ Min FOM	\$9,444.75	90-120 Days	TBD
27	NVD-Mini-B-WP-16	P-45 White Phosphor, 1600 Min FOM	\$7,764.75	90-120 Days	TBD
28	NVD-Mini-B-WP-22	P-45 White Phosphor, 2200+ Min FOM	\$9,549.75	90-120 Days	TBD
		BNVD Conversion			
29	NVD-Conv	Convert (2) PVS-14 Systems to a Fully Collimated BNVD	\$2,220.75	15-30 Days	TBD
		Agency to provide (2) Working A/N PVS-14 Systems			
		NVD Maintenance Plan			
30	NVD-Maint	Provide Annual Maintenance for night vision equipment including disassembly, cleaning, inspection, re-assembly, purge, test, and QC	\$95.00 Per System	TBD	TBD
		IR Illumination Devices			
31	NVD-9008	Steiner DBAL-A3	\$1,626.45	30-60 Days	TBD
		Thermal Night Vision Systems			
32	12712-3015-04	Optics 1 Enhanced Clip On Thermal Imaging System (E-COTI)	\$8,020.82	60-90 Days	TBD
33	IRMO-LE-100	IR Patrol LE100 Thermal Weapon Scope	\$5,958.75	60-90 Days	TBD

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34	IRMO-300	IR Patrol M300W Thermal Weapon Scope	\$7,218.75	60-90 Days	TBD
		Night Vision Weapon Sights			
35	26807	A/N PVS-30, Green Phosphor, Accessory Kit	\$11,859.75	90-120 Days	TBD
36	26807-W	A/N PVS-30, White Phosphor, Accessory Kit	\$12,069.75	90-120 Days	TBD
37	NVD-KAC-UNS-A3	Universal Night Sight-A3	\$9,749.25	90-120 Days	TBD
		Night Vision Accessory Items, Image Intensification Tubes			
38	MX-11769-GP	US Generation III, P-43 Green Phosphor, Thin Filmed, PVS-14, 18mm, Min FOM 1600	\$2,023.65	30-60 Days	TBD
39	MX-11769-WP	US Generation III, P-45 White Phosphor, Thin Filmed, PVS-14, 18mm, Min FOM 1600	\$2,199.75	30-60 Days	TBD
40	MX-10130-GP	US Generation III, P-43 Green Phosphor, Thin Filmed, PVS-7, 18mm, Min FOM 1600	\$2,260.85	30-60 Days	TBD
41	MX-10130-WP	US Generation III, P-45 White Phosphor, Thin Filmed, PVS-7, 18mm, Min FOM 1600	\$2,724.75	30-60 Days	TBD
42	H179BKF827LNO	Hard Carrying Case	\$92.40	30-60 Days	TBD
43	274048-1	Camera Adapter	\$100.80	30-60 Days	TBD
44	A3256391	3 X AFOCAI Camera Adapter	\$414.75	30-60 Days	TBD
					TBD
45	A3256368-2	Standard MICH Helmet Mount	\$240.45	30-60 Days	TBD
46	28300G11	Wilcox L4, G11 Mount	\$337.30	30-60 Days	TBD
47	28300G24	Wilcox L4, G24 Helmet Mount	\$488.25	30-60 Days	TBD
		Night Vision Tactical Training			
48	NVD-Training	System Orientation and Training	N/C	TBD	TBD
49	Advanced Tactical Night Vision Training	(1-3) Days Operator Training, Not More Than (20 Attendees per Class)	\$682.50- \$892.50 Per Attendee	TBD	TBD
		Shipping to TX		TBD	TBD
		Minimum Order \$100.00 Net 30 Terms with Government Contract AMEX, VISA, MC, Wire Transfer, Cashier Check Accepted			

- ❖ Price Adjustment-Not More Than 3-5% Per Year for the duration of the Contractual Period (3) Years.
- ❖ NVD will offer a reduced Evaluation/Assessment Fee of \$95.00 Per System for the Contractual Period (3) Years for NCTCOG Members.
- ❖ System Overview and Orientation Training will be at no cost for NCTCOG Members.
- ❖ Advanced Night Vision Training-Customizable 1, 2, or 3 Days, Live or Static.

Export of the commodities described herein is strictly prohibited without a valid export license issued by the U.S. Department of State Office of Munitions Control prescribed in the International Traffic in Arms Regulations (ITAR) Title 22. Code of Federal Regulations parts 121-128.

Quotation prepared by:
John F. Lesniak

A handwritten signature in dark ink, appearing to read "John F. Lesniak", written in a cursive style.

Senior Director, Business Development | Night Vision Devices
610-395-9743 | john.lesniak@nvdevices.com