

AMENDMENT #1
to
MSA# 2023-069
DELIVERABLES-BASED INFORMATION TECHNOLOGY SERVICES

This AMENDMENT (“Amendment”) to the Services Agreement #2023-069 (“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

22nd Century Technologies, Inc.
8251 Greensboro Drive
Suite 900
McLean, VA 22102
Attn: Yasamine Rafik
(866) 537-9191 Ext. 2
sledproposals@tscti.com

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

WHEREAS, the Parties entered into the Original Contract on **January 30, 2024**; and

WHEREAS, Section 9.14 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:

- **amend pricing by removing pages 34-35 from the Original Contract and replace with the attached pages 34-35 REVISED.**
- **extend the Original Contract through January 30, 2029.**
- **amend the Original Contract to include the language on NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS 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.

22nd Century Technologies, Inc.

North Central Texas Council of Governments

Isha Sharma 01/30/2025

Signed by: Mike Eastland 1/31/2025
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Signature Date

Signature Date

Isha Sharma

R. Michael Eastland

Printed Name

Executive Director

Contract Manager

Title

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 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.

REQUIRED 2 CFR 200 CLAUSES

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

1. **Equal Employment Opportunity.** PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PROVIDER 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.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** PROVIDER 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.** PROVIDER 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.** PROVIDER 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.** PROVIDER 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. PROVIDER 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.** PROVIDER of these funds is prohibited from using monies for lobbying purposes; PROVIDER shall comply with the special provision “Restrictions on Lobbying”. PROVIDER 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.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.
9. **Anti-Israeli Boycott.** By accepting this work order, PROVIDER hereby certifies the following:
 1. PROVIDER’s Company does not boycott Israel; and
 2. PROVIDER’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 exists to make a profit.

10. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the PROVIDER 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. Termination for Convenience

The Contractor may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.

12. Trafficking in Persons

Proposer 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.

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.

Isha Sharma

Signature of Authorized Person

Isha Sharma

Name of Authorized Person

22nd Century Technologies, Inc.

Name of Company

01/31/2025

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.

Signature of Authorized Person

Name of Authorized Person

Name of Company

Date

Pricing Models		Hourly Rate Range (New)	
Category #1	Application Development	Min	Max
	Software Developer	\$78.75	\$103.95
	Full-Stack Developer	\$84.00	\$105.00
	Mobile App Developer	\$73.50	\$94.50
	Web Developer	\$73.50	\$94.50
	DevOps Engineer	\$78.75	\$107.10
	Front-End Developer	\$84.00	\$105.00
	Back-End Developer	\$84.00	\$105.00
	User Interface (UI) Designer	\$68.25	\$84.00
Category #2	Application Maintenance and Support	Min	Max
	Application Support Specialist	\$63.00	\$84.00
	Helpdesk Support Analyst	\$31.50	\$47.25
	Systems Administrator	\$63.00	\$94.50
	Technical Support Engineer	\$57.75	\$73.50
	IT Operations Manager	\$73.50	\$99.75
	Service Desk Technician	\$42.00	\$42.00
Category #3	Data Management, Analytics, and Automation	Min	Max
	Data Analyst	\$68.25	\$102.90
	Data Scientist	\$78.75	\$110.25
	Business Intelligence Analyst	\$78.75	\$105.00
	Machine Learning Engineer	\$73.50	\$89.25
	Data Engineer	\$78.75	\$105.00
	Data Warehouse Architect	\$94.50	\$136.50
	Automation Specialist	\$68.25	\$94.50
Category #4	Enterprise Architecture	Min	Max
	Enterprise Architect	\$94.50	\$136.50
	Solutions Architect	\$94.50	\$138.60
	Infrastructure Architect	\$94.50	\$136.50
	Security Architect	\$94.50	\$147.00
	Business Architect	\$94.50	\$131.25
	Cloud Architect	\$94.50	\$141.75
	Integration Architect	\$94.50	\$136.50
	Application Architect	\$94.50	\$136.50
Category #5	Project Management	Min	Max
	Project Manager	\$84.00	\$131.25
	Program Manager	\$89.25	\$136.50
	Scrum Master	\$73.50	\$99.75
	Agile Coach	\$73.50	\$99.75
	Portfolio Manager	\$78.75	\$103.95
	Project Coordinator	\$63.00	\$84.00
Category #6	Technology Upgrade, Migration, and Transformation	Min	Max
	IT Transformation Manager	\$73.50	\$89.25
	Migration Specialist	\$73.50	\$94.50
	Change Management Consultant	\$78.75	\$99.75
	Cloud Migration Engineer	\$84.00	\$130.20
	Legacy System Migration Analyst	\$73.50	\$94.50
	IT Infrastructure Manager	\$84.00	\$126.00
	Digital Transformation Lead	\$78.75	\$103.95
	Technology Integration Specialist	\$73.50	\$94.50
Category #7	Business Intelligence	Min	Max
	BI Developer	\$73.50	\$99.75
	BI Analyst	\$73.50	\$94.50
	BI Consultant	\$68.25	\$89.25
	Data Visualization Specialist	\$63.00	\$89.25
	BI Project Manager	\$84.00	\$131.25
	Data Analyst	\$71.40	\$92.40
	BI Solution Architect	\$94.50	\$136.50

Category #10	Microsoft Maintenance and Support	Min	Max
	Microsoft System Administrator	\$68.25	\$94.50
	Microsoft Exchange Administrator	\$68.25	\$94.50
	Office 365 Support Specialist	\$63.00	\$91.35
	SharePoint Administrator	\$73.50	\$99.75
	Azure Cloud Engineer	\$84.00	\$126.00
	Windows Server Administrator	\$63.00	\$89.25
	Active Directory Administrator	\$63.00	\$89.25
	Microsoft SQL Server DBA	\$73.50	\$94.50
Category #12	Geospatial Software and Data Support	Min	Max
	GIS Analyst	\$63.00	\$89.25
	Geospatial Data Scientist	\$68.25	\$94.50
	Geospatial Technician	\$63.00	\$89.25
	Remote Sensing Specialist	\$63.00	\$89.25
	Geospatial Software Developer	\$68.25	\$94.50
	GIS Project Manager	\$84.00	\$120.75
	GPS Technician	\$63.00	\$84.00
Category #13	Services Not Anticipated in the RFP (Network Support Service)	Min	Max
	Network Engineer	\$73.50	\$102.90
	Network Administrator	\$63.00	\$89.25
	Network Security Analyst	\$73.50	\$103.95
	Wireless Network Specialist	\$63.00	\$89.25
	Network Operations Center (NOC) Technician	\$63.00	\$84.00
	Network Support Specialist	\$63.00	\$84.00
	VoIP Engineer	\$63.00	\$84.00
	Network Architect	\$89.25	\$126.00