

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT # 2026-042 Night Vision Systems

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

Steele Industries Inc.
("Contractor")
with offices located at
10510 Portal Crossing, Suite 101
Bradenton, Florida 34212

ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Night Vision Systems** (hereinafter, "Services") to governmental entities participating in the TXShare program (hereinafter "Participating Entities"). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor's demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2026-042 (hereinafter, "RFP"). The Contractor demonstrated they have the resources, experience, and qualifications to perform the services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor's response to the RFP.

ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities' standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

TXShare MSA # 2026-042

2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

2.4 The Contractor may expand its designated service area(s) beyond those identified in Appendix A.2 at any time during the term of this Agreement. Such expansion shall not require a formal amendment or change order to this Agreement, provided that the Contractor notifies NCTCOG in writing of the updated service area(s). NCTCOG reserves the right to publish or update service area information for public awareness and contract administration purposes.

2.5 The pricing set forth in Appendix A.1 establishes the contractually approved pricing structures and rates applicable to the services offered by the Contractor under this Agreement. Services may be priced on a fixed-fee basis or a percentage discount, as expressly identified in Appendix A.1.

The Contractor and a Participating Entity may establish pricing more favorable to the Participating Entity than that set forth in Appendix A.1, including but not limited to a greater percentage discount and/or a lower fixed rate for any item or service covered under this Agreement.

2.6 NCTCOG Obligations

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

2.7 Participating Entity Obligations.

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

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

2.8 Contractor Obligations.

2.8.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2026-042.

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

2.8.3 Contractor agrees to market and promote the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

**ARTICLE III
TERM**

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **September 30, 2028** (the "**Term**"), unless earlier terminated as provided herein. This Agreement may be automatically renewed, at NCTCOG's sole discretion, for up to three (3) additional years through **September 30, 2031**.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase

Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 **Termination for Convenience:** Either party 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 contractor will be entitled to payment for goods or services satisfactorily performed or delivered.
- 3.2.2 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.3 **Termination for Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis, a report that identifies Participating Entities for which Services were performed during the reporting period, the applicable dates and order number, and the total Contract Sales that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606
Email: support@civicmarketplace.com

"Contract Sales" means the total compensation earned by Contractor in connection with Services performed under this Agreement for Participating Entities, regardless of compensation structure or source of payment, including, without limitation:

- (a) fees paid directly by Participating Entities, including fixed fees, unit-based fees, retainers, hourly charges, or other direct charges;
- (b) carrier-paid commissions; and
- (c) any overrides, incentive payments, bonuses, administrative allowances, contingencies, or other forms of direct or indirect third-party remuneration related to Services performed under this Agreement.

ARTICLE V SERVICE FEE

- 5.1 Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXSHARE calculated as a percentage of sales processed through the TXSHARE Master Services Agreement. This administrative fee is not an added cost to TXSHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXSHARE.
- 5.2 Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.
- 5.3 Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXSHARE purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

- 7.1 Representations and Warranties.** Contractor represents and warrants that:
- 7.1.1** As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
 - 7.1.2** NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in

federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

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

assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG: North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Elisa Littrell, Purchasing Agent
Phone: 817-704-5674
elittrell@nctcog.org

If to Contractor: Steele Industries Inc.
10510 Portal Crossing, Suite 101
Bradenton, Florida 34212
Attn: Tyler Liberto
Phone: (941) 773-0682
Email: tylerl@steeleindinc.com

- 9.1.1 If your sales point of contact is different than the above, please provide the following information:

Contact Name: _____
Phone: _____
Email: _____

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

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

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

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

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such

party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

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

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

Minimum \$1,000,000 per occurrence;
\$3,000,000 General Aggregate

9.5.2.2 Commercial General Liability policy shall include:

- 9.5.2.2.1 Coverage A:** Bodily injury and property damage;
- 9.5.2.2.2 Coverage B:** Personal and Advertising Injury liability;
- 9.5.2.2.3 Coverage C:** Medical Payments;
- 9.5.2.2.4 Products:** Completed Operations;
- 9.5.2.2.5 Fire Legal Liability;**

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

9.5.2.4 Attachment of Endorsement CG 20 10- additional insured e. All other endorsements shall require prior approval by the NCTCOG.

9.5.3 Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned hired, and non-owned vehicles.

9.5.3.1 Required Limit:

\$1,000,000 combined single limit each accident.

9.5.4 Professional Errors and Omissions liability:

9.5.4.1 Required Limits:

\$1,000,000 Each Claim
\$1,000,000 Policy Aggregate

9.6 Conflict of Interest. During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 Force Majeure. It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a

period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any appendices/amendments, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that

employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance.**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of

subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

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

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

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

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

- 10.12 Disadvantaged Business Enterprise Program Requirements.** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*
- 10.13 Pertinent Non-Discrimination Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- 10.13.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- 10.13.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
 - 10.13.3 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 - 10.13.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
 - 10.13.5 The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
 - 10.13.6 Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 - 10.13.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
 - 10.13.8 Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - 10.13.9 The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - 10.13.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 - 10.13.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 - 10.13.12 Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
- 10.14 **Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts.** In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:
- 10.14.1 Receive payments from state funds under a contract to provide property, materials or services;
or
 - 10.14.2 Receive a state-funded grant or loan.

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

- 10.15 **House Bill 89 Certification.** If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

- 10.16 **Certification Regarding Disclosure of Conflict of Interest.** The undersigned certifies that, to the best of his or her knowledge or belief, that:

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

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

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

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

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

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

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

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

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

- 10.17 **Certification of Fair Business Practices.** That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of

any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

- 10.18 **Certification of Good Standing Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.
- 10.19 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. Contractor has certified its compliance with the requirements of Section 889 of the National Defense Authorization Act (NDAA) through execution of the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification" included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.
- 10.20 **Discrimination Against Firearms Entities or Firearms Trade Associations.** Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor has certified its compliance through execution of the "Discrimination Against Firearms Entities or Firearms Trade Associations Certification," included in its RFP submission (Attachment VIII of the NCTCOG attestations). The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.
- 10.21 **Boycotting of Certain Energy Companies.** Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor has certified its compliance through execution of the "Boycotting of Certain Energy Companies Certification," included in its RFP submission (Attachment VIII of the NCTCOG attestations). The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.
- 10.22 **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 10.23 **Trafficking in Persons.** Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial

sex act during the period of time that the award is in effect; (iii) use forced 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.

- 10.24 **Whistleblower Protection.** PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 10.25 **Internal Controls.** The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Steele Industries Inc.

 10-6-26
Signature Date

Tyler Liberto
Printed Name

Account Executive
Title

North Central Texas Council of Governments

Signed by: Monte Mercer 10/12/2026
Signature Date

Monte Mercer
Acting Executive Director

APPENDIX A Statement of Work

1. Purpose

This Statement of Work ("SOW") defines the goods and services to be provided by **Steele Industries Inc.** ("Contractor") under the Master Services Agreement ("Agreement") for **Night Vision Systems, Repair Parts and Components, Thermal Imaging Cameras, Mounting Products and Accessories, Installation or Repair Services, and Other Ancillary Goods or Services** made available through the TXShare Cooperative Purchasing Program administered by the North Central Texas Council of Governments ("NCTCOG").

The purpose of this SOW is to provide participating governmental entities and eligible nonprofit organizations with access to professionally assembled and tested night vision systems, repair parts and components, thermal imaging cameras, mounting products and accessories, installation or repair services, and related ancillary goods or services. Products and services may support Special Weapons and Tactics ("SWAT") teams, police and sheriff departments, emergency response units, and other authorized public-sector operations requiring enhanced nighttime or low-light observation capabilities.

2. Incorporated Documents

This SOW incorporates the following documents by reference, which are made part of the Agreement as if fully set forth herein:

1. **Request for Proposals No. 2026-042, Night Vision Systems**, including all attachments, exhibits, addenda, and applicable specifications; and
2. **Contractor's Response to RFP No. 2026-042**, including its Technical Proposal, catalog, pricing proposal, and representations regarding the goods and services offered, excluding any pricing, terms, or conditions that conflict with the Agreement.

In the event of a conflict among the incorporated documents, the order of precedence established in the Agreement shall apply.

3. Scope of Goods and Services

Contractor shall provide night vision systems, related equipment, parts, accessories, and services to NCTCOG and eligible TXShare participating entities on an as-needed basis.

Goods and services may be purchased through participating entity-issued purchase orders, project agreements, supplemental statements of work, or other ordering documents authorized under the Agreement.

Contractor shall provide only those goods and services included within its awarded categories, approved catalog, and contract pricing. Products or services not included in the awarded categories or approved catalog may not be sold through the Agreement unless added in accordance with the Agreement and applicable NCTCOG approval requirements.

3.1 Awarded Service Categories

Contractor is authorized to provide goods and services under the following categories:

1. **Category #1: Night Vision Systems**
2. **Category #2: Night Vision Device Repair Parts and Components**
3. **Category #3: Thermal Imaging Cameras**
4. **Category #4: Mounting Products and Accessories**
5. **Category #6: Installation or Repair of Night Vision Products and Accessories**
6. **Category #7: Other Ancillary Goods or Services**

3.2 General Contractor Responsibilities

Contractor shall:

1. Provide products that meet or exceed the applicable requirements of the RFP and the specifications represented in Contractor's proposal and catalog.
2. Professionally assemble, inspect, test, and prepare night vision systems before delivery.
3. Maintain appropriate equipment, components, inventory, personnel, and technical capabilities to fulfill orders accepted under the Agreement.
4. Provide products in the configurations ordered by the participating entity and identified in the applicable purchase order or supplemental SOW.
5. Deliver products that are fully functional and operationally ready, unless otherwise clearly identified in the applicable ordering document.
6. Provide repair, replacement, and warranty support in accordance with the applicable manufacturer or Contractor warranty.
7. Provide accurate product documentation, warranty information, operating instructions, and other materials customarily provided with the ordered products.
8. Comply with applicable federal, state, and local laws, regulations, safety requirements, and industry standards.
9. Ensure that all goods and services invoiced under the Agreement are included within Contractor's awarded categories and approved contract pricing.

4. Category #1: Night Vision Systems

Contractor may provide professionally assembled and tested night vision systems, including commercially available, custom-configured, and built-to-order systems included within Contractor's approved catalog.

Night vision systems may include, but are not limited to:

1. Binocular night vision devices;
2. Night vision camera adapters;
3. Clip-on night vision devices;
4. Night vision goggles;
5. Night vision fusion systems;
6. Digital night vision products;
7. Monocular night vision devices;
8. Day and night vision weapon scopes;

9. Image intensifier tube-based systems;
10. Infrared illuminator devices;
11. Turnkey night vision packages; and
12. Other night vision products included in Contractor's approved catalog.

4.1 System Configuration

Contractor may provide participating entities with the ability to configure night vision systems based on operational requirements, performance needs, durability, ergonomics, warranty, and price.

A completed night vision system may include, as applicable to the product and ordered configuration:

1. Housing;
2. One or more image intensifier tubes;
3. Objective and eyepiece optics;
4. Power components;
5. Mounting interfaces;
6. Battery packs or power supplies;
7. Protective cases;
8. Operational accessories; and
9. Related components included in the ordered system.

The specific device configuration, tube type, phosphor type, optics, accessories, specifications, warranty, and performance requirements shall be identified in the applicable quote, purchase order, or supplemental SOW.

4.2 Assembly and Testing

Unless otherwise specified in the ordering document, Contractor shall provide completed night vision systems that are:

1. Fully assembled;
2. Fully functional;
3. Purged, when applicable;
4. Collimated, when applicable;
5. Inspected for workmanship and component compatibility;
6. Tested for proper operation; and
7. Operationally ready for issuance to the end user.

Contractor shall maintain quality-control practices appropriate to the products being assembled and supplied.

5. Category #2: Night Vision Device Repair Parts and Components

Contractor may provide parts and components used to manufacture, configure, maintain, repair, or replace night vision systems and related products.

Parts and components may include, but are not limited to:

1. Night vision housings;
2. Image intensifier tubes;
3. White phosphor image intensifiers;
4. Green phosphor image intensifiers;
5. Objective optics;
6. Eyepiece optics;
7. Battery compartments and power components;
8. Electronic components;
9. Replacement hardware;
10. Lens accessories;
11. Adapters and arms;
12. Focus devices;
13. Cables and connectors;
14. Protective components; and
15. Other repair or replacement parts included in Contractor's approved catalog.

Contractor shall provide parts and components that are compatible with the applicable system or clearly identify any known compatibility limitations before accepting an order.

6. Category #3: Thermal Imaging Cameras

Contractor may provide thermal imaging cameras and related thermal imaging equipment designed to detect and display heat signatures for observation, surveillance, public safety, search and rescue, tactical operations, infrastructure assessment, emergency response, and other authorized governmental purposes.

Thermal imaging products may include, but are not limited to:

1. Handheld thermal imaging cameras;
2. Weapon-mounted thermal imaging devices;
3. Clip-on thermal imaging systems;
4. Thermal monoculars;
5. Thermal binoculars;
6. Thermal scopes;
7. Thermal fusion devices;
8. Thermal camera modules;
9. Vehicle-mounted thermal imaging systems;
10. Surveillance and observation thermal systems;
11. Digital thermal imaging products;
12. Infrared imaging devices;
13. Long-range thermal observation systems;
14. Turnkey thermal imaging packages; and
15. Other thermal imaging products included in Contractor's approved catalog.

6.1 Thermal Imaging System Configuration

Contractor may provide thermal imaging products in standard, custom-configured, or integrated configurations based on participating entity operational requirements.

Thermal imaging systems may include:

1. Thermal sensors;
2. Infrared detectors;
3. Display systems;
4. Mounting interfaces;

5. Recording capabilities;
6. Power supplies and battery systems;
7. Communication interfaces;
8. Protective housings;
9. Software or firmware required for operation; and
10. Related accessories and supporting equipment included in the ordered configuration.

The specific configuration, sensor type, resolution, refresh rate, detection range, accessories, warranty, and performance specifications shall be identified in the applicable quote, purchase order, or supplemental SOW.

6.2 Inspection and Testing

Unless otherwise specified in the ordering document, Contractor shall provide thermal imaging products that are:

1. Fully assembled, where applicable;
2. Fully functional;
3. Tested for proper operation;
4. Inspected for workmanship and component compatibility;
5. Configured in accordance with the ordered specifications; and
6. Operationally ready for use upon delivery.

Contractor shall maintain quality-control practices appropriate to the thermal imaging equipment being supplied.

7. Category #4: Mounting Products and Accessories

Contractor may provide mounting products, accessories, and supporting equipment for night vision systems and related public-safety equipment.

Products may include, but are not limited to:

1. Helmet mount kits;
2. Weapon mount kits;
3. Helmet systems;
4. Communication systems and accessories;
5. Infrared markers;
6. Infrared lasers and illuminators;
7. Remote battery packs;
8. Lens accessories;
9. Adapters and mounting arms;
10. Focus devices;
11. Protective cases and storage solutions;
12. Power and charging accessories;
13. Retention products;
14. Replacement mounting hardware; and
15. Other night vision-related accessories included in Contractor's approved catalog.

Contractor may provide turnkey packages combining night vision systems, helmets, mounts, communication equipment, lasers, accessories, and related products, provided each item is included within Contractor's awarded categories and approved catalog.

8. Category #6: Installation or Repair of Night Vision Products and Accessories

Contractor may provide installation, inspection, troubleshooting, maintenance, repair, and replacement services for night vision products and accessories.

Services may include:

1. Initial inspection and diagnostic testing;
2. Troubleshooting of operational or performance issues;
3. Disassembly and inspection of system components;
4. Replacement of defective or damaged parts;
5. Repair of night vision housings and associated components;
6. Replacement or installation of optics or image intensifier tubes;
7. Purging and collimation;
8. Cleaning and preventive maintenance;
9. Functional testing following repair;
10. Installation or configuration of approved accessories;
11. Warranty repair services; and
12. Other installation or repair services included in Contractor's approved pricing.

The participating entity and Contractor shall define the requested services, applicable labor rates, parts, shipping costs, expected turnaround, and authorization requirements in the quote, purchase order, repair authorization, or supplemental SOW.

8.1 Repair Authorization

Contractor shall not perform non-warranty repairs beyond the amount authorized by the participating entity without prior approval. When applicable, Contractor shall provide an estimate identifying:

1. The reported or identified issue;
2. Recommended repairs;
3. Required replacement parts;
4. Labor charges;
5. Shipping or freight charges;
6. Estimated turnaround; and
7. Applicable warranty information.

8.2 Warranty Repairs

Contractor shall provide repair services during the applicable warranty period in accordance with the warranty terms represented in Contractor's proposal, catalog, quote, or product documentation.

Warranty coverage and exclusions may vary by product or component. The applicable warranty shall be identified in the Contractor's quote or other documentation provided at the time of purchase.

9. Category #7: Other Ancillary Goods or Services

Contractor may provide additional or complementary goods and services that support the purchase, assembly, delivery, implementation, operation, maintenance, or repair of night vision systems.

Ancillary goods or services may include, but are not limited to:

1. Laser Aiming Modules;
2. Assembly services;
3. Freight, shipping, or delivery services;
4. On-site assembly or setup;
5. System configuration services;
6. Product orientation or operational familiarization;
7. Custom turnkey equipment packages;
8. Packaging and protective storage solutions;
9. Inspection and testing services;
10. Extended warranty options;
11. Expedited delivery options;
12. Specialized accessories and supporting equipment; and
13. Other ancillary goods or services included in Contractor's approved catalog and pricing.

Applicable flat rates, hourly labor rates, freight costs, travel costs, or other charges must be identified in Contractor's approved pricing or agreed upon in writing before the participating entity places an order.

10. Ordering and Product Configuration

Each participating entity shall identify its required products, quantities, configurations, components, accessories, delivery location, and requested services through a purchase order, quote, supplemental SOW, or other authorized ordering document.

Contractor's quote should identify, as applicable:

1. Product manufacturer, make, model, and part number;
2. Product configuration and specifications;
3. Image intensifier tube type and phosphor type;
4. Included optics, housings, mounts, and accessories;
5. Quantity;
6. Contract list price;
7. Applicable contract discount;
8. Final contract price;
9. Assembly, installation, repair, or ancillary service charges;
10. Freight or delivery charges;
11. Estimated delivery or completion schedule;
12. Warranty coverage; and
13. Any product limitations, exclusions, or special conditions.

No order shall be binding until accepted by Contractor in accordance with the Agreement.

11. Delivery and Lead Times

Contractor shall deliver ordered products directly to the participating entity at the location identified in the applicable purchase order or ordering document.

Contractor shall notify the ordering entity of known or anticipated delays that may materially affect an accepted delivery schedule.

12. Packaging, Shipping, and Delivery Condition

Contractor shall package products in a manner reasonably designed to protect equipment and components from damage during shipment.

Unless otherwise stated in the applicable ordering document:

1. Products shall be delivered directly to the ordering entity.
2. Consumables or packaged accessories may be drop shipped.
3. Equipment requiring assembly shall be assembled before delivery when assembly is included in the order.
4. Equipment shall be delivered in functional and operational condition.
5. Shipping, freight, insurance, assembly, and related charges shall be separately identified when not included in the product price.
6. Visible shipping damage or shortages shall be documented and addressed in accordance with the Agreement and applicable carrier requirements.

13. Inspection and Acceptance

Participating entities may inspect delivered goods and completed services for conformity with the applicable purchase order, approved quote, product specifications, and Agreement.

Acceptance may include verification of:

1. Product and model ordered;
2. Quantity delivered;
3. Configuration and included components;
4. Physical condition;
5. Basic operational functionality;
6. Required documentation;
7. Serial numbers, when applicable; and
8. Completion of ordered installation or repair services.

Products or services that do not conform to the applicable ordering documents may be rejected or subject to correction, replacement, or other remedies available under the Agreement.

14. Product Documentation and Deliverables

Unless otherwise specified in a participating entity's purchase order or supplemental SOW, Contractor shall provide applicable documentation that may include:

1. Product descriptions and specifications;
2. Operating instructions or user manuals;
3. Warranty documentation;
4. Serial-number or inventory information;
5. Inspection or testing documentation;
6. Repair findings and service records;
7. Itemized quotes and invoices;
8. Delivery documentation; and
9. Other documentation customarily provided with the ordered products or services.

Documentation may be provided electronically or in another mutually agreed-upon format.

15. Performance Standards

Contractor shall provide all goods and services:

1. In a professional and workmanlike manner;
2. In accordance with the applicable purchase order, accepted quote, Agreement, RFP, and Contractor's proposal;
3. Consistent with generally accepted industry practices;
4. In compliance with applicable federal, state, and local laws, regulations, safety requirements, and codes;
5. Using qualified personnel with appropriate product knowledge and technical capabilities;
6. With appropriate quality-control, inspection, and testing practices;
7. In accordance with applicable product specifications and warranty requirements; and
8. Consistent with the representations made in Contractor's Technical Proposal.

16. Agency-Specific Statements of Work

Participating entities may issue supplemental or agency-specific statements of work, project agreements, purchase orders, repair authorizations, or other ordering documents to further define:

1. Products, quantities, and system configurations;
2. Performance or operational requirements;
3. Required components and accessories;
4. Installation, repair, or ancillary services;
5. Delivery locations and schedules;
6. Inspection and acceptance requirements;
7. Warranty or support requirements;
8. Documentation or reporting requirements; and
9. Pricing and payment terms consistent with the Agreement.

An agency-specific document shall not materially alter the terms of the Agreement or expand Contractor's awarded scope unless expressly authorized and agreed to in writing by the appropriate parties.

TXShare MSA # 2026-042

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

% Discount off Current List Price

- Category #1: Night Vision Systems**

Steele Industries Monocular Night Vision Systems	<u>4.75</u> %
Factory Direct Monocular Night Vision Systems	<u>0.5</u> %
Steele Industries Articulating Binocular Night Vision Systems	<u>7.5</u> %
Steele Industries Fixed Bridge Binocular Night Vision Systems	<u>2.5</u> %
Factory Direct Binocular Night Vision Systems	<u>0</u> %
Fusion Night Vision Devices	<u>0</u> %
Steele Industries Panoramic Night Vision Devices	<u>2.5</u> %
Factory Direct Panoramic Night Vision Devices	<u>2.5</u> %

- Category #2: Night Vision Device Repair Parts and Components**

Device Repair Parts and Components	<u>3</u> %
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- **Category #3: Thermal Imaging Cameras**

Thermal Systems	<u>3.5</u> %
Thermal Augmentation Devices	<u>0</u> %

- **Category #4: Mounting Products and Accessories**

Night Vision Mounts	<u>2.5</u> %
Thermal Camera Mounts	<u>2.5</u> %
Night Vision Battery Pack/Accessories	<u>9.5</u> %
Helmets/Accessories	<u>3.5</u> %
Ear Protection/Comms	<u>0</u> %

- **Category #6: Installation or Repair of Night Vision Products and Accessories**

Repair and Service	<u>0</u> %
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- **Category #7: Other Ancillary Goods or Services**

Ancillary Goods - Laser Aiming Modules	<u>0</u> %
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APPENDIX A.2
Service Area Designation

Steele Industries Inc. will service all fifty (50) states.

TXShare MSA # 2026-042