

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO RLS INTERESTS INC., D/B/A PRIME SYSTEMS' AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and RLS Interests Inc., d/b/a Prime Systems, ("Prime Systems"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Prime Systems' Sales Quote PSQ01940, (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; for the purchase of specified services and/or products (the "Product"); and

WHEREAS, Prime Systems represents that it is qualified and desires to provide Product to County; and

WHEREAS, the parties wish to utilize BuyBoard Contract 579-19, incorporated fully by reference, for the purchase of the Product; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following changes are incorporated as if a part of the original Agreement:

1. **Scope of Services.** Subject to this Addendum, Prime Systems will render Product to County as described in Exhibit A.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
3. **Cooperative Purchasing.** Prime Systems shall provide Product and/or services in accordance with BuyBoard Contract 579-19.
4. **Limit of Appropriation.** Prime Systems clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Million, Eighteen Thousand, Seven Hundred Eleven and 75/100 dollars (\$1,018,711.75), specifically allocated to fully discharge any and all liabilities County may incur. Prime Systems does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Prime Systems may become entitled to and the total maximum sum that County may become liable to pay to Prime Systems shall not under any

conditions, circumstances, or interpretations thereof exceed One Million, Eighteen Thousand, Seven Hundred Eleven and 75/100 dollars (\$1,018,711.75). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

5. **Public Information Act and Open Meetings Act.** Prime Systems expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Prime Systems shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Prime Systems expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Prime Systems for any reason are hereby deleted. Prime Systems shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Prime Systems, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Prime Systems or any of Prime Systems' agents, servants or employees.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Prime Systems in any way associated with the Agreement.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Prime Systems verifies that if Prime Systems employs ten (10) or more full-time

employees and this Agreement has a value of \$100,000 or more, Prime Systems does not boycott Israel and will not boycott Israel during the term of this Agreement.

- b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Prime Systems represents pursuant to § 2252.152 of the Texas Government Code, that Prime Systems is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, PRIME SYSTEMS ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** Prime Systems may use County's name without County's prior written consent only in any of Prime Systems' customer lists, any other use must be approved in advance by County.
12. **Services Assurance.** Prime Systems represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Services") furnished by Prime Systems to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Prime Systems will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Prime Systems' Services infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Prime Systems' liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
13. **Limitations.** Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted.
14. **Conflict.** In the event there is a conflict between this Addendum and Prime Systems' Quote, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of BuyBoard Contract 579-19, then the terms and conditions of BuyBoard Contract 579-19 controls to the extent of the conflict.

15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
16. **Inspection of Books and Records.** Prime Systems will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Prime Systems for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
20. **Assignment and Delegation.**
- 20.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
 - 20.2. Neither party may delegate any performance under this Agreement.
 - 20.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.
 - 20.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
21. **Successors and Assigns.** County and Prime Systems bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
22. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Prime Systems as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 2 for work performed. Prime Systems shall promptly furnish all such data and material to County on request.

23. **Compliance with Laws.** Prime Systems shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Prime Systems shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. Prime Systems in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

24. **Performance Warranty.** Prime Systems warrants to County that Prime Systems has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Prime Systems will apply that skill and knowledge with care and diligence to ensure that the Product and/or services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Prime Systems warrants to County that the Product will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

25. **Termination.**

25.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

25.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a). If Prime Systems fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;

(b). If Prime Systems materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

25.3. If, after termination, it is determined for any reason whatsoever that Prime Systems was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 25.1 above.

25.4. Upon termination of this Agreement, County shall compensate Prime Systems in accordance with § 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced

to County. Prime Systems' final invoice for said services will be presented to and paid by County in the same manner set forth in § 2 above.

24.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Prime Systems.

25. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

26. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

27. **Dispute Resolution.**

27.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to mediation.

27.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

27.3. Each party shall be responsible for its own costs associated with the mediation.

27.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

27.5. Prime Systems acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.

28. **Grant Funding.** Prime Systems understands that and acknowledges that this Agreement may be totally or partially funded with federal funds. Prime Systems represents and warrants that it is and will remain in compliance with all applicable federal provisions, including those attached as Exhibit "B" attached hereto and incorporated herein for all purposes.

29. **Notices.**

29.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing

and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

- 29.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
Attn: Information Technology Director
301 Jackson Street, Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: RLS Interests Inc., d/b/a Prime Systems
Attn: Chief Operating Officer
10402 Harwin Drive
Houston, Texas 77036

- 29.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 29.1 and 29.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

29.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

29.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by both parties County.

FORT BEND COUNTY

KP George, County Judge

Date

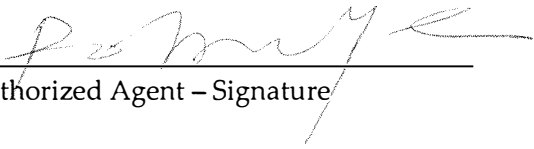
ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie
Information Technology Department

RLS INTERESTS INC., D/B/A PRIME SYSTEMS


Authorized Agent – Signature

ROBERT YE
Authorized Agent- Printed Name

Chief Operating Officer
Title

6/21/2021
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Prime Systems' Sales Quote PSQ01940; and
Exhibit B: Federal Clauses

Exhibit A



Prime Systems
10402 HARWIN DR
HOUSTON, TX 77036
PH: 713-773-0934
FAX: 713-933-1030

SALES QUOTE: PSQ01940



2021-05-21 10:23:04AM CSRLS\GALLEN

Ship To: Fort Bend County
500 Liberty St.
Richmond, TX 77469
United States

Bill To: Fort Bend County
500 Liberty St.
Richmond, TX 77469
United States

Phone #:
Shipment Method
P.O. Number
Expiration Date 5/31/2021

Phone #:
SalesPerson George Allen
Terms Net 30 Days

Qty	Code	Description	Unit Price	Extension
175	QUOTE	Panasonic CF-33LE-20VM WIN10 PRO,I5-7300U 2.60GHZ,VPRO,12.0 QHD Touch+DIGITIZER,8GB,256GB SSD	4,190.05	733,258.75
175	QUOTE	Panasonic CF-SVCPSY5 4th and 5th years Public Safety Service Bundle Add on	601.67	105,292.25
175	QUOTE	Panasonic DS-PAN-1204-2 DEVMT,DOCKST,PAN,33T, (2)HGANT,	913.10	159,792.50
175	QUOTE	Panasonic CF-VZSU1BW Long Life Battery for CF-33.	116.39	20,368.25

Contract: BuyBoard 579-19

Subtotal: 1,018,711.75

Total: 1,018,711.75

2021-05-21 10:23:04AM CSRLS\GALLEN

PSQ01940

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Exhibit A

Exhibit B

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

RLS Interests Inc., d/b/a Prime Systems, (hereinafter "Contractor"), understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Davis-Bacon Act.

As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non- Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Clean Air.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

6. Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

7. Energy Policy and Conservation Act.

The Contractor must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

8. Government-wide Debarment and Suspension.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have 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, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

10. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.