VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Iron Brick Associates, LLC

Company Name

362 Old Hollow Rd

Address

Sperryville	VA	22740
City	State	Zip

703-288-3874

Telephone Number

Fax Number

contracts@ironbrick.com

Email Address

Peter Sirh	VP
Printed Name	Position

Peter Sirh

Authorized Signature

SECTION IV- REFERENCES AND EXPERIENCE

1. Provide a brief history of the supplier, including year it was established and corporate office location.

IRON BRICK

Iron Brick Associates, LLC., (Iron Brick) was founded in 2006 as a Value-Added Reseller and solutions provider. Through excellence in software acquisition support, consulting delivery, and building key OEM partnerships, our firm has delivered large, successful programs across the Federal, SLED, and commercial markets for nearly twenty years. Our firm's primary mission is to help public sector organizations complete complex ERP acquisitions through simple, efficient and compliant acquisition cycles. We have partnered with industry-leading OEMs such as Workday Inc., and certified, proven implementation firms to provide the best cloud ERP solutions available today. Our primary office is 362 Old Hollow Road Sperryville VA 22740.

WORKDAY

Workday is a leading provider of enterprise cloud applications for financial management, human capital management, analytics, and student applications designed for the world's largest organizations as well as educational institutions, government agencies, and non-profits. We offer innovative and adaptable technology focused on the consumer Internet experience and cloud delivery model. Workday applications are designed for global enterprises to manage complex and dynamic operating environments. They provide our customers highly adaptable, accessible, and reliable applications to manage critical business functions that enable them to optimize their financial and human capital resources. Workday began offering our HCM application in 2006 and our Financial Management application in 2007. Since then Workday has continued to invest in innovation and have consistently introduced new services to our customers. Workday's cycle of frequent updates has facilitated rapid innovation and the introduction of new applications throughout their history. Workday, founded in 2005,is headquartered at located at 6110 Stoneridge Mall Rd. Pleasanton CA 94558

Workday: Embrace Growth and Change

Change is constant. Whether you're experiencing workforce, industry or organizational change, your administrative systems must be agile to keep pace with that change. The ability to quickly respond by implementing new policies, processes, and service delivery models can greatly impact workforce sentiment and your organizational culture. Workday helps you meet your workforce where they are to maintain communication, collaboration and connectivity across your organization. With visibility and insight, your organization is empowered with operational and scenario planning to identify and redeploy skills and resources to support new and changing strategies and initiatives. With Workday, your organization will benefit from a platform that delivers the power to adapt with an intelligent data core for data and insights and a personalized and engaging omnichannel experience to help you embrace growth and change.

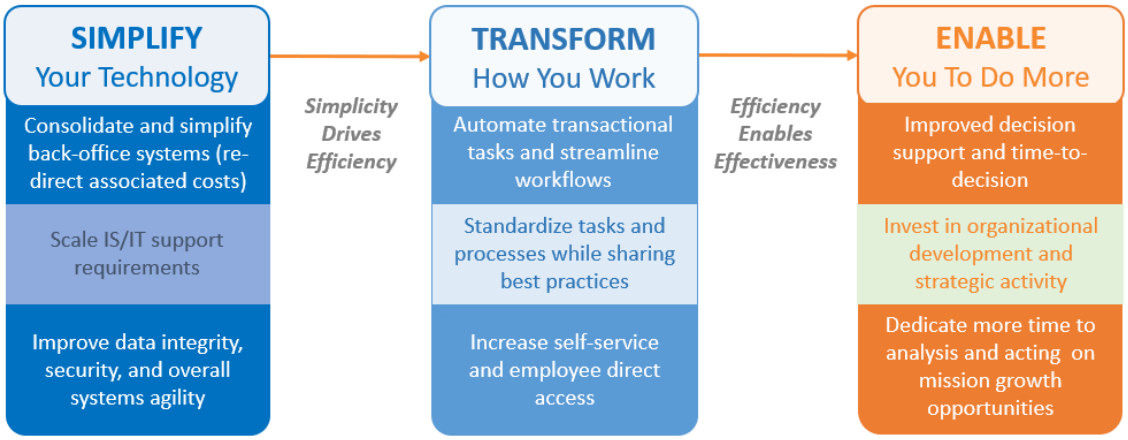

Figure 1: Simplify, Transform, Enable

Maximize the Value of Your Investment

Our customers consistently achieve both strategic and economic value through the optimal use of Workday. Many organizations have experienced lower total cost of ownership by decommissioning existing systems, freeing up time for more innovation and eliminating costs associated with hardware, hosting, upgrades, report writing tools, and multiple mobile applications. Administrative departments have shifted from purely transactional to a more strategic focus and are leveraging processes and technology to save money and scale more effectively. Executives and managers are using the rich insight in Workday to drive decision-making.

Figure 2: Maximum Value with Workday's Unique Architecture

And at Workday, we are always innovating. Machine learning is built into the Workday technology platform and unlike some competitors, it's not built on a separate PaaS platform, which enables Workday to avoid all the complexity and security concerns associated with that architecture. And with Workday, we don't charge extra for machine learning capabilities unlike other competitors that have separate SKUs that are required to leverage machine learning capabilities.

Workday offers comprehensive security and data privacy in compliance with major standards such as SOC2, ISO 27001, ISO 27017, ISO 27018 and ISO 27701. We continuously monitor new and evolving security and data privacy standards, such as Privacy Shield and GDPR, and quickly build compliance as these standards evolve to ensure your data is always secure. In addition, Workday is the only cloud vendor that provides a service level agreement on uptime *and* performance, ensuring the system is always available to meet your needs. And Workday is proven. Thousands of organizations ranging from 500 to 2,000,000 employees have selected Workday as their partner. Despite hyper growth of 102 percent in transaction volume, Workday maintains a 95% or higher customer satisfaction rating. It's a level that is enviable in any industry, and particularly unheard of in enterprise software. We've earned that rating because our customer-first philosophy permeates the company, energizes our team, and drives us to continually delight customers. We are here for one reason—to make our customers successful.

EUNA SOLUTIONS

Euna Solutions- GTY Technology Holdings Inc. (GTY), dba Euna Solutions (Euna), was formed in February of 2019. Euna Solutions is a leading provider of purpose-built, cloud-based public sector solutions powering critical administrative functions and financial operations by offering easy-to-use solutions for procurement, payments, grants management, budgeting, permitting and K-12 administration. Euna is supercharging digital transformation and streamlining business processes through a relationship-centered, service-focused approach.

Euna Solutions is a team of 500+ employees, a trusted partner to more than 3,000 government and public sector organizations across Canada and the Unites States. Euna is headquartered at 363 W. Erie Street, Floor 7 in Chicago, Illinois 60654

DEBTBOOK

Established: 2019. *Corporate Office Location:* 1930 Camden Road Charlotte, North Carolina

With the support of many governments and nonprofits, Tyler Traudt formed the company in early 2019. He was quickly joined by Erik Pelletier as a co-founder, having spent a career developing technology products, most recently as the Chief Digital Officer and VP of Product at MIT. Marty Feinstein joined to provide our team with the finance specific programming expertise required after spending 30+ years in public finance, most recently as the Head of Finance Structure Group at Citigroup.

This team has built out DebtBook to currently provide over 2,200 public sector clients with Treasury Management Software including Debt, Cash, Lease, and Subscription management software that is built specifically for government finance teams. We attribute our growth at DebtBook to our desire to continually collect feedback from the market and bring tools that directly address the challenges expressed by both clients and the public at large. As we have continued to listen to the market, we have

heard the need for products addressing Cash Management, Investment Management, Contract Management, Continuing Disclosure, Rebate Reporting, Forecasting, Financial Planning & Analysis, and much more.

2. Describe supplier's reputation in the marketplace.

IRON BRICK

Iron Brick has been solving complex technology challenges since 2006. We have received partner awards from OEM's like NetApp and Cisco, and accolades from governments customers across the country and overseas. We are ISO certified and strive for continuous improvement in support of our customers.

WORKDAY

Workday is a leading cloud-hosted all-in-one financial and human resources management software company. Their platform is designed to streamline the way organizations handle their money, payroll and people management.

Workday has been named a Leader in the recent Gartner Magic Quadrant for Cloud HCM Suites for 1,000+ Employee Enterprises. Workday was recognized as a Leader for the **eighth consecutive year** and positioned the highest for overall Ability to Execute. Workday retains its leadership position by continuing to deliver superior ownership experience and its extensive investment in innovation helping customers succeed in the changing world of work.

Objective	Workday Capabilities	Customer Evidence
Deploy a cloud-based system and leverage modern ERP technology	Workday is built and delivered on a true cloud architecture; resilient, elastic, and secure. With **all customers on the same version**, no one is left behind. Workday's approach and adaptable architecture enables you to **tailor Workday to your needs primarily through configuration, not customization, and without heavy involvement from IT specialists**.	"Workday has enabled us to have standardization but also the **ability to configure it in ways that meet our individual needs**." *Pierce County, WA*
Simplify systems to reduce risk and long-term maintenance costs	Workday manages all the necessary underlying infrastructure (hardware, databases, network connectivity, security, and middleware) required to deliver a world-class system, so you don't have to. Every aspect is managed within a responsive cloud environment that is uniform across our customer base, **delivering tremendous cost savings and operational innovation while reducing risk** in the short and long term.	Consolidated core applications and **saved $1.6M annually** *Clark County, WA*
Improve system integrations	Workday is designed from the ground up with interoperability in mind, offering a fit-for-purpose integration platform allowing you to **easily connect existing and future systems with Workday**.	Moved from **team of 16 people** managing 23 servers → **team of 5 people** managing 150 integrations *City and County of Denver, CO*
Enhance user experience	Inspired by consumer internet design principles, Workday behaves a lot like the intuitive and intelligent apps we all use every day. **Our user experience strategy focuses on simplicity and mobility**, and we are committed to providing enterprise solutions that are collaborative and accessible anytime, anywhere, and from any device, including tablets and smartphones.	"We just hired someone who told me she was **stunned at how easy the system was to use** and navigate."

	With Workday, **there aren't different user experiences for power users and self-service users**, which is the case for many of our competitors.	*Tulsa County, OK*
Standardize and improve business processes to reduce manual data entry	Workday provides **600+ built-in and configurable business processes based on best practices that drive automation** and operational efficiency so staff can focus less on transaction processing and more on analysis and action.	Standardization of processes realized **savings of $2.5M in IT costs** 40 agencies standardized operations 370,000 pieces of paper removed *City of Baltimore, MD*
Improve reporting and data quality	Workday's built-in analytics eliminates the need for external reporting tools and systems. **All users can access the information they are authorized to see when they need it**, helping to improve the overall operational intelligence throughout the Town. In addition, Workday will enable the Town to **enforce data quality standards** through features like always-on-audit and custom validations for field entries.	"With Workday, **our finance department is in a better position than ever** to empower our managers to get the information they need out of the system." *City of Akron, OH*
Improve workflows and efficiency of all systems	Workday's Business Process Framework (BPF) is a powerful and easy-to-use set of tools built with customers in mind. It enables customers to **configure and maintain core process flows within the Workday product lines to connect people, applications, and services**. At the heart of Workday applications, the BPF is where all transaction-related changes to data—also known as "events" - originate.	Decreased payroll processing time by 50% Saved 100,000 pieces of paper from HR & Finance processes Cut report generation time from days to on-demand

EUNA SOLUTIONS
Euna Solutions is recognized in the marketplace as a leading provider of purpose-built, cloud-based solutions for the public sector. Euna Solutions is recognized on Government Technology's GovTech 100 list, an annual list of the top 100 companies focused on making a difference in and selling to state and local government agencies across the U.S. To learn more, visit www.eunasolutions.com.

DEBTBOOKS
Debtbooks client success team is constantly seeking feedback from the market as we look to continue solving the market's challenges. One component of feedback we collect is a Net Promoter Score. This score is a standardized, single question survey that purports to measure customer loyalty. Because it is standardized it also allows companies to compare their results against others in the same business segment.

NPS scores range from -100 to 100, so it is a 200 point scale with anything above 0 being considered good, above 20 is great, and above 50 is amazing.

DebtBook is proud to say our Net Promoter Score is 50. We believe this speaks to the market's recognition that our products and services directly meet the business needs and challenges the public sector faces every day.

3. Describe supplier's reputation of products and services in the marketplace.

IRON BRICK
Iron Brick doesn't offer our own products, but we partner with the leading IT solution companies to solve complex customer problems. We have built a strong reputation and past performance with numerous government contracts.

WORKDAY
Workday is a leading cloud-hosted all-in-one financial and human resources management software company. Their platform is designed to streamline the way organizations handle their money, payroll and people management.

Workday has been named a Leader in the recent Gartner Magic Quadrant for Cloud HCM Suites for 1,000+ Employee Enterprises. Workday was recognized as a Leader for the **eighth consecutive year** and positioned the highest for overall Ability to Execute. Workday retains its leadership position by continuing to deliver superior ownership experience and its extensive investment in innovation helping customers succeed in the changing world of work.

Workday Human Capital Management (HCM): Workday HCM is built as one system with a single source for data, single security model, and single user experience. It offers organizations a cloud-based system that evolves to meet changing business objectives in a changing world. Now, HR teams can focus on the things that matter: talent strategy, employee experience, and long-term growth. Workday HCM delivers information and transaction flexibility to employees, managers, and executives, and provides the infrastructure to improve an organization's effectiveness and efficiency.

Workday Payroll: Workday Global Payroll provides customers with a single platform that houses a combination of the best local and international services and technology, making global payroll management a simple and efficient process.
Workday Scheduling & Labor Optimization: Workday Scheduling and Labor Optimization is an intelligent, worker-first scheduling solution that matches labor demands with worker preferences, to generate optimized shift schedules for both workers and the business.
Workday Talent Optimization: Workday Talent Optimization enables organizations to execute with purpose, elevate their workforce and embrace a new era of talent mobility. Driven by Workday Skills Cloud, Workday Talent Optimization is a crucial puzzle piece in solving the skills challenge. Workday Talent Optimization informs organizations what talent they have today and decides how best to buy, build or borrow for the needs of the workforce tomorrow—a world-class workforce agility solution.
Workday Recruiting: Workday Recruiting is an end-to-end talent acquisition application built to help recruiting teams find, engage, and select the best and most diverse internal and external candidates for their organization. Workday Recruiting is seamlessly integrated with Core HCM, which enables organizations to manage the full talent lifecycle from workforce planning, to sourcing (internal/external), interview management, offers, pre/post day-1 onboarding, through succession planning for internal and external candidates on a single platform.
Workday Compensation: Workday Compensation provides tools for making optimal decisions across the organization—from crafting competitive packages that will attract the best talent to rewarding employees for outstanding performance. Workday Compensation elevates basic functionality to a strategic tool, empowering employees and key stakeholders in the compensation planning process.
Workday Benefits: Workday Benefits empowers your HR organization to evaluate, select, and offer the most appropriate benefits plans for your workforce, all while providing a personalized and transparent experience for employees.
Workday Workforce Planning: Workday Adaptive Planning empowers HR, finance, and business leaders to collaboratively assess and plan their current and future workforce capacity to meet talent demands—then together with Workday HCM quickly put approved plans into action.
Workday Time and Absence: Global at the core, Workday Time Tracking and Absence Management are designed for organizations to collect, process and distribute time and absence data to manage time and labor for their global workforces, eliminating manual processes and streamlining time consuming tasks so that customers increase productivity, reduce labor costs, and minimize compliance risks.

FINANCE
Workday Financial Management: Workday Financial Management is for accounting and finance organizations who aspire to be more strategic and who are dissatisfied with the limitations and complexity of their current ERP solution. Workday delivers a native cloud financial management solution, combining in-memory accounting and analytics with a consumer-friendly user experience and innovative technologies like machine learning. Built on a platform that uniquely addresses the complex, global, and evolving regulatory requirements of IFRS/GAAP, Workday enables decisive and sustainable growth today and into the future. The Workday Financial Management offering includes a broad range of capabilities including: GL, AP, AR, Cash Management, Revenue Management, Asset Management, as well as reporting and analytics.

Workday Adaptive Financial Planning: Workday Planning provides the ability for Customers to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting and analysis.

Workday Projects: Workday Projects, is part of our Professional Services Automation solution, which captures all activity by project for billable projects, is ideal for service-based organizations who require a strategic solution and consolidated platform to manage their projects, people and finances. However, Workday Projects can also be used by any organization, including product-based businesses to track projects across their enterprise. Workday Projects is a native cloud solution that combines in-memory computing and analytics with a consumer-friendly user experience and innovative technologies like machine learning. Built on a foundation that addresses project management requirements, Workday enables decisive insight and control and facilitates sustainable growth into the future.

Workday Expenses: Workday Expenses brings together a user-friendly experience with enterprise-grade expense management functionality. Employees can quickly and easily scan international receipts and submit for reimbursement via Slack or Microsoft Teams or directly in Workday. And organizations gain the ability to continuously set controls and capture, monitor, analyze and control employee spend more accurately.

Workday Inventory: Workday Inventory is a true cloud application that addresses the internal inventory management needs of today's organizations. Workday Inventory brings a fresh approach to traditional internal materials management with a modern user experience, flexible framework, and mobile accessibility to provide users with the ability to perform a number of transactions, whether on the floor or on the go.

Workday Procurement: Workday Procurement is a modern, user-friendly enterprise solution that is unified with the suite of Workday applications to support the unique requirements of indirect procurement. With powerful embedded reporting and analytics based on real-time data, Workday Procurement provides visibility across the entire procure-to-pay (P2P) process to help purchasing departments strategically manage costs, minimize out-of-policy spend, and optimize purchasing power.

Workday Strategic Sourcing: Workday Strategic Sourcing is a collaborative, cloud-based solution that makes sourcing a truly strategic arm of the business by providing greater visibility throughout the entire sourcing and supplier engagement process. Workday Strategic Sourcing encompasses everything from project intake and RFx to contracts and supplier management, helping streamline the source-to-contract process, centralize procurement data, and drive better business outcomes.

Workday Student

A New Student System to Transform the Market

Workday has its origins in higher education. Founder Dave Duffield showed particular affinity to that industry when creating his prior companies, Integral, Information Associates, and PeopleSoft. As Workday grew, Dave saw how the Workday HCM and Financial Management applications were transforming higher education institutions, and he knew he could assemble a world-class team to bring that same level of innovation to the student-focused areas at an institution. And so, the idea for Workday Student was born.

Different by Design
In Workday's eyes, the ideal student system would fully support an institution's mission of teaching, learning, and research; offer visibility, insight, and prescriptive engagement into every student's path toward fluid or defined educational objectives; and handle diverse and flexible curricula and degree programs. It would include mobile and self-service capability, built-in business intelligence, and executive dashboards. It would be configurable, modern, easy-to-use, and delivered in the cloud. And it would work seamlessly with Workday Financial Management, HCM, Payroll, and Grants Management.

EUNA SOLUTIONS

Euna offers a full suite of best in class SaaS solutions for the government sector. We offer solutions for Procurement, Budgets, Payments, Grants and Special Education. In respect to the scope of this RFP, the pertinent products and services are Budget Enterprise, Budget Professional, and Procurement, which are detailed below.

In respect to Budgets, Euna offers two, best-in-class solutions for budgeting: Euna Budget Enterprise and Euna Budget Professional. Budget Enterprise is designed for larger, more complex budgets requiring heavy, expert configuration while Budget Professional is a more turnkey product designed best suited for midsized organizations. Both solutions are purpose-built for public sector budgeting and can accommodate any size jurisdiction.

Budget Enterprise

Euna Budget Enterprise, previously known as Sherpa's Budget Formulation and Management (BFM), has served the public sector budgeting software industry for more than 20 years. Sherpa was established in 2004, and began marketing BFM in 2014. Budget Enterprise was designed for large, complex public sector clients, with the understanding that processes not only need to be precise but also flexible as needs and priorities shift over time. With this core premise, Budget Enterprise has been successfully implemented for 31 public entities, with annual budgets ranging from $101 million to more than $67 billion. To date, Budget Enterprise is utilized by 7 States, 19 Counties with budgets over $1 billion, and several large Cities.
Budget Enterprise offers a budget formulation and management solution tailored to the specific needs of large, complex public sector and state agencies and covering all aspects of budget development and management. Our robust reporting tool supports complex and highly configurable analytics, "what-if" analyses, modeling, forecasting and planning without the need for technical expertise. Clients can publish highly customized, polished and professional Government Finance Officers Association (GFOA) award winning budget books with just a click, and share select budget data with the public through our Transparency module.
Euna Budget Enterprise is seen in the marketplace as experts in budgeting and budget software with unparalleled support. Budget Enterprise projects are staffed with functional and technical consulting experts who average 10+ years of public sector experience. This experience paired with flexible, comprehensive software and excellent support are why Budget Enterprise is the go-to budget solution for SAP and Workday. Our track record speaks to the reputation of our software and services:

- **100% Project Success Rate.** We have never had a failed implementation.
- **100% of Project Go-Lives Met.** We have never missed a go-live date. Every project has been delivered on-time.
- **100% On or Under Project Budget.** We have never exceeded the costs for a project. All projects have been delivered either on budget or even below budget.

- **Industry-leading Customer Satisfaction Scores.** Our customer satisfaction scores consistently average 9+/10. As further support a recent survey of our customers evidenced an unprecedented Net Promotor Score (NPS) of seventy-two (72) from our customers.

Budget Professional

Euna Budget Professional, previously known as Questica, is widely recognized as a leading solution in the public sector budgeting landscape. With over 26 years of dedicated service to government and public sector organizations, Budget Professional has been deployed by more than 1,000 agencies across North America. This extensive experience reflects a deep understanding of the unique challenges in public sector budgeting, from complex personnel and capital planning to precise, goal-driven financial alignment.

The platform is highly regarded for its modular flexibility, supporting everything from operating budgets and personnel forecasting to capital projects and performance tracking. Euna Budget Professional's emphasis on collaboration and transparency drives an average 25% reduction in time spent on budgeting tasks while promoting a more streamlined, cohesive budget cycle. Its ability to create and publish budget books that meet Government Finance Officers Association (GFOA) award standards underscores the platform's commitment to high-quality, accessible public financial information.

Euna Budget Professional also has a 97% customer retention rate, reflecting both user satisfaction and the platform's ongoing value to public sector agencies. This reputation is backed by responsive, knowledgeable customer support and long-term partnerships that drive mutual success.

Procurement

Euna Procurement, which consolidates the strengths of Bonfire, IonWave, and EqualLevel, is celebrated in the public procurement field for enabling efficiency, compliance, and strategic value. Serving over 3,000 government agencies, Euna Procurement facilitates the complete procurement cycle with a comprehensive suite of tools tailored to meet the specific needs of public sector procurement teams. Made up of four key, end-to-end procurement modules: Sourcing, Contracting, Marketplace, and Invoicing, Euna Procurement is known for its timesaving and compliance-enhancing capabilities, helping agencies reduce procurement cycle times by 50% on average.

The platform's integration with North America's largest supplier network amplifies competition, providing agencies with access to more than 850,000 qualified vendors and ensuring the best value for public resources. This centralized shopping marketplace paired with a contract tracking module further streamline procurement, enhancing transparency and ensuring responsible budget management. Its AI-powered Savings Advisor and proactive compliance features empower procurement professionals to monitor spend, mitigate risks, and ensure adherence to regulatory requirements.

Euna Procurement's reputation for reliability is complemented by a robust customer support network and a collaborative community of public procurement professionals. With resources like the peer RFx library and cooperative contract search, agencies benefit from shared expertise, fostering smarter procurement strategies that best serve community interests. Euna Procurement's user-centric design and impactful results make it the trusted choice for public procurement professionals striving to achieve cost-effective, compliant, and community-centered outcomes.

DEBTBOOK

Debtbook's client success team is constantly seeking feedback from the market as we look to continue solving the market's challenges. One component of feedback we collect is a Net Promoter Score. This score is a standardized, single question survey that purports to measure customer loyalty. Because it is standardized it also allows companies to compare their results against others in the same business segment.

NPS scores range from -100 to 100, so it is a 200 point scale with anything above 0 being considered good, above 20 is great, and above 50 is amazing.

At DebtBook, we are proud to say our Net Promoter Score is 50. We believe this speaks to the market's recognition that our products and services directly meet the business needs and challenges the public sector faces every day.

4. Describe the experience and qualification of key employees.

IRON BRICK

Iron Brick Associates LLC's executive leadership has identified this contract as a critical component to becoming the premier ERP cloud solution provider in the State, Local, and Education market.
Executive Sponsor and President, Zebulon Mellett. It Executive with over 20 years experience working with SLED organizations and building teams.

General Counsel, Peter Sirh Over 20 years legal experience. Previous General Counsel at a Multi-billion dollar SaaS products reseller.
Chief Operating Officer, Kevin Murphy, 0ver 18 years supporting government customers, building team, ensuring customer success.

Workday's significant size makes it prohibitive to include a list of key employees. Corporate leadership information is available at workday.com investor relations. The State & Local business unit leader is:
Group Vice President, SLED Robert Steele

EUNA SOLUTIONS

Euna Solutions key employees all have over 10 years of relevant experience, and some, like Euna Budget Enterprise, have over 26 years in the field. Our Budget employees understand challenges often faced in budget offices, processes critical to successful budget management and execution and the set of diverse users interacting with the budget system. This experience not only with the software, but working in budget offices, allows the Budget team to speak your language and guide you through every aspect of budget development.

DEBTBOOK

Tyler Traudt, Co-Founder and CEO

Tyler has spent his entire career helping governments and nonprofits finance projects. As both an investment banker and financial advisor, he gained firsthand experience with the challenges faced by finance teams as they plan for, execute, and manage their debt.

Erik Pelletier, Co-Founder and Head of Product
Joining DebtBook after spending five years as the Chief Digital Officer and VP of Product at MIT, Erik has spent his career developing easy to use software for both businesses and consumers.

Brendan Mannion, VP of Finance Product Enablement
Brendan joined DebtBook after 10 years of experience working at Citigroup in their public finance investment banking division. He is committed to providing more effective tools to the public sector. Brendan and his team oversee the development of our Treasury products.

Marty Feinstein, Analytics Director
Martin Feinstein left Citigroup as a director and head of the Finance Structuring Group within the Public Finance Department after a 26 year career. Mr Feinstein had three main responsibilities throughout his career: (1) working with municipalities (e.g., New York City, State of California) to help them create financing plans and execute those plans to finance their project needs (2) create user friendly Excel models for municipal authorities to allow them to analyze their own financial needs, (3) train and develop Public Finance (and some Corporate Finance) analysts in the math of financial structuring and the execution of financing transactions.

Michael Juby, Chief Operating Officer
Michael joined DebtBook in May 2021 as the Head of Business Development. Before joining DebtBook, Michael served for six years as a registered municipal advisor at First Tryon Advisors, one of the leading municipal advisory firms in the Southeast, where he led the team's higher education and nonprofit practice. Michael spent the first 11 years of his career at Parker Poe Adams & Bernstein LLP, where he was a partner in the firm's public finance practice group.

Melissa Buehler, Senior Manager - Implementation
Melissa Buehler is the Senior Manager of Implementation at DebtBook. Melissa has spent the last 3 years specializing in implementing and managing large, complex issuers throughout the public sector.

5. Describe supplier's experience working with the government sector.

IRON BRICK
Based just outside of Washington DC, Iron Brick has supported government customers since our founding in 2006. We have managed several hundred million dollars in government contracts supporting Federal, State & Local, and Higher Education customers across the country and around the world. We have teamed with leading system integrators to deliver complex IT solutions and solve the complex problems facing leading IT organizations. We have worked across a range of highly secure networks and customer requirements to ensure users needs are met. The government mission and requirements are core to Iron Brick's experience as a company and continued path forward. Our leadership team has decades of experience supporting government customers.

WORKDAY
Workday offer their full platform of technologies to the State & Local, Federal, and Special Districts market place.
Workday Human Capital Management (HCM): Workday HCM is built as one system with a single source for data, single security model, and single user experience. It offers organizations a cloud-based system that evolves to meet changing business objectives in a changing world. Now, HR teams can focus on the

things that matter: talent strategy, employee experience, and long-term growth. Workday HCM delivers information and transaction flexibility to employees, managers, and executives, and provides the infrastructure to improve an organization's effectiveness and efficiency.

Workday Payroll: Workday Global Payroll provides customers with a single platform that houses a combination of the best local and international services and technology, making global payroll management a simple and efficient process.

Workday Scheduling & Labor Optimization: Workday Scheduling and Labor Optimization is an intelligent, worker-first scheduling solution that matches labor demands with worker preferences, to generate optimized shift schedules for both workers and the business.

Workday Talent Optimization: Workday Talent Optimization enables organizations to execute with purpose, elevate their workforce and embrace a new era of talent mobility. Driven by Workday Skills Cloud, Workday Talent Optimization is a crucial puzzle piece in solving the skills challenge. Workday Talent Optimization informs organizations what talent they have today and decides how best to buy, build or borrow for the needs of the workforce tomorrow—a world-class workforce agility solution.

Workday Recruiting: Workday Recruiting is an end-to-end talent acquisition application built to help recruiting teams find, engage, and select the best and most diverse internal and external candidates for their organization. Workday Recruiting is seamlessly integrated with Core HCM, which enables organizations to manage the full talent lifecycle from workforce planning, to sourcing (internal/external), interview management, offers, pre/post day-1 onboarding, through succession planning for internal and external candidates on a single platform.

Workday Compensation: Workday Compensation provides tools for making optimal decisions across the organization—from crafting competitive packages that will attract the best talent to rewarding employees for outstanding performance. Workday Compensation elevates basic functionality to a strategic tool, empowering employees and key stakeholders in the compensation planning process.

Workday Benefits: Workday Benefits empowers your HR organization to evaluate, select, and offer the most appropriate benefits plans for your workforce, all while providing a personalized and transparent experience for employees.

Workday Workforce Planning: Workday Adaptive Planning empowers HR, finance, and business leaders to collaboratively assess and plan their current and future workforce capacity to meet talent demands—then together with Workday HCM quickly put approved plans into action.

Workday Time and Absence: Global at the core, Workday Time Tracking and Absence Management are designed for organizations to collect, process and distribute time and absence data to manage time and labor for their global workforces, eliminating manual processes and streamlining time consuming tasks so that customers increase productivity, reduce labor costs, and minimize compliance risks.

- **Finance**

Workday Financial Management: Workday Financial Management is for accounting and finance organizations who aspire to be more strategic and who are dissatisfied with the limitations and complexity of their current ERP solution. Workday delivers a native cloud financial management solution, combining in-memory accounting and analytics with a consumer-friendly user experience and innovative technologies like machine learning. Built on a platform that uniquely addresses the complex, global, and evolving regulatory requirements of IFRS/GAAP, Workday enables decisive and sustainable growth today and into the future. The Workday Financial Management offering includes a broad range of capabilities including: GL, AP, AR, Cash Management, Revenue Management, Asset Management, as well as reporting and analytics.

Workday Adaptive Financial Planning: Workday Planning provides the ability for Customers to create financial planning models for the purpose of supporting the financial planning process. Workers may

interact with the financial planning model for the purposes of data entry, forecasting, reporting and analysis.

Workday Projects: Workday Projects, is part of our Professional Services Automation solution, which captures all activity by project for billable projects, is ideal for service-based organizations who require a strategic solution and consolidated platform to manage their projects, people and finances. However, Workday Projects can also be used by any organization, including product-based businesses to track projects across their enterprise. Workday Projects is a native cloud solution that combines in-memory computing and analytics with a consumer-friendly user experience and innovative technologies like machine learning. Built on a foundation that addresses project management requirements, Workday enables decisive insight and control and facilitates sustainable growth into the future.

Workday Expenses: Workday Expenses brings together a user-friendly experience with enterprise-grade expense management functionality. Employees can quickly and easily scan international receipts and submit for reimbursement via Slack or Microsoft Teams or directly in Workday. And organizations gain the ability to continuously set controls and capture, monitor, analyze and control employee spend more accurately.

Workday Inventory: Workday Inventory is a true cloud application that addresses the internal inventory management needs of today's organizations. Workday Inventory brings a fresh approach to traditional internal materials management with a modern user experience, flexible framework, and mobile accessibility to provide users with the ability to perform a number of transactions, whether on the floor or on the go.

Workday Procurement: Workday Procurement is a modern, user-friendly enterprise solution that is unified with the suite of Workday applications to support the unique requirements of indirect procurement. With powerful embedded reporting and analytics based on real-time data, Workday Procurement provides visibility across the entire procure-to-pay (P2P) process to help purchasing departments strategically manage costs, minimize out-of-policy spend, and optimize purchasing power.

Workday Strategic Sourcing: Workday Strategic Sourcing is a collaborative, cloud-based solution that makes sourcing a truly strategic arm of the business by providing greater visibility throughout the entire sourcing and supplier engagement process. Workday Strategic Sourcing encompasses everything from project intake and RFx to contracts and supplier management, helping streamline the source-to-contract process, centralize procurement data, and drive better business outcomes.

EUNA SOLUTIONS

The goal of Euna Solutions is to bring together and elevate best-in-class solutions for public sector finance and administrative professionals. Government is and has been the sole focus of Euna Solutions since its inception. A strategic integration of a handful of government technology companies, Euna key employees all have over 10 years of relevant experience, and some, like Euna Budget Enterprise, have over 26 years in the field. This history and experience in the market means that the combined company, Euna, has unprecedented experience in the public sector, particularly for planning, budgeting, and procurement.

For example, Euna Budgets manages $518 Billion annually - with over $30 Billion for capital investments and over 1M positions managed - across over 1,000 agencies. Euna Procurement has 3,000+ teams utilizing our solution to manage over $30 Billion in tens of thousands of purchases each year. And Euna's Grants, Payments, and Special Education tools are used by millions of residents every year. To see more detail on our extensive public sector experience, visit Euna Solutions | Purpose-Built Software for the Public Sector.

Among our company of 500+ employees over 25 percent have worked in the public sector, and many have 10+ years of experience working with public sector as well. Amongst the senior a vast majority have significant experience in government or with government as a vendor or partner, including Tom Amburgey (Chief Executive Officer), a former local government CIO, Chris Kubis (Chief Information Security Officer) the former CISO for the NSA, Brian Haney (Chief Customer Officer), a Navy reservist and senior executive at Deltek, and John Alexander (Chief Product Officer) and founder and CEO of IonWave Technologies.

DEBTBOOK

DebtBook is built specifically for public sector treasury and accounting teams and we are proud to work with more than 2,200 public sector customers making up 99% of our total customer base. These customers include some of the largest cities and states throughout the country to some of the most underserved cities, counties, school districts, and special districts.

6. Describe any social diversity initiatives.

IRON BRICK

Iron Brick, as a small business, does not have any specific social diversity initiatives. Since our founding we have sought to hire smart people with a range of experiences and backgrounds. We seek to create an environment of mutual respect and a collaborative team setting where each person can draw upon their experiences to contribute and create solutions.

WORKDAY

Workday believes that belonging happens when we connect with our communities. Through our Employee Belonging Councils (EBCs)—employee alliances focused on engaging with underrepresented communities—we're doing just that.

Our Employee Belonging Councils.

Through engagement, EBCs build knowledge, create safe spaces, foster innovation, enable business initiatives, and engage in community outreach.

Our commitment to building a more equitable world shines through in our everyday practices. We hire and develop a diverse workforce, cultivate our employee-first culture, shape corporate policies, and invest in underrepresented communities around the world. And we're just getting started.

VIBE™ (Value Inclusion, Belonging, and Equity) is creating a workplace where all employees are valued for their unique perspectives, respected as integral to the Workday community, and given equal access to opportunity.

How we're creating a workplace for all:

- We've signed the White House Equal Pay Pledge.

  We've put our name on the Business Statement for Transgender Equality.

- We signed the CEO Action for Diversity & Inclusion Pledge.

EUNA SOLUTIONS

Euna has a comprehensive DEI&B program including but not limited to training on unconscious bias, cultural competence, microaggressions, LGBTQ+ inclusion, etc. as well as cultural initiatives. In respect to the hiring, Euna has an affirmative action recruitment policy and accessible employment standards policy.

DEBTBOOK

Women in Public Finance - DebtBook sends 3 to 5 representatives to the annual Women in Public Finance Conference and has recently tried to start a North Carolina Chapter for Women in Public Finance.

Diversity & Inclusion Training - Every DebtBook employee is required to complete an annual Diversity & Inclusion Training.

Equitable Hiring Program - We have implemented a consistent interview process with documented feedback for each open role to make sure our hiring process is equitable.

7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Iron Brick does not have access to the breath of pending or past litigation for Workday. Much of the information should be accessible upon request. As a public company they are not in bankruptcy. The rest of the Iron Brick team including DebtBook and Euna has no issues with past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

References	Client	Sector	Contact Name	Contact Title	Contact Information	Phone	Service Description	Years Serviced
IronBrick via Omnia	City of Cleveland	S&L	Kimberly Roy-Wilson	Commisioner	kroywilson@clevelandohio.gov	email only	Workday HCM/FIN	<1
Workday	Stevens Institute of Technology	HE	Michael Parente	VP Information Technology	mparente@stevens.edu	email only	Workday HCM, Finance, Student	11
	New Jersey Institute of Technology	HE	Ed Wozencroft	CIO	ed.wozencroft@njit.edu	email only	Workday HCM, Finance, Student	<1
	Northampton Community College	HE	Deborah Burak	CIO	dburak@northampton.edu	email only	Workday HCM, Finance, Student	7
Euna Solutions	School District of Philadelphia	S&L	Joe D'Alessandro	Deputy Chief of Grant Compliance and Fiscal Services	jvdalessandro@philasd.org	(215) 400-6540	Grants, Budget, Reporting, other	18
	Laredo ISD	S&L	Hector Mejia	Procurement Director	hmmejia@laredoisd.org	(956) 273-1081	eSourcing	2
	Wicomico Public Schools	S&L	Donna Russitano	Budget Manager	drussita@mywcps.org	(410) 677-4539	Euna Budgeting	5
Debtbook	City of Raleigh	S&L	Shelle Boudreau	Financial Services Manager	michelle.boudreau@raleighnc.gov	(919) 996-4965	Debt Management, Lease Management, Subscription Management	3
	City of Minneapolis	S&L	Dave Wheeler	Manager of Debt & Investments	david.wheeler@minneapolismn.gov	(612) 673-3775	Debt Management, Lease Management, Subscription Management	2
	City of Alexandria	S&L	Kendel Taylor	Finance Director	phone is preferred	(703) 746-3741	Debt Management, Lease Management, Subscription Management	3
	University of Cincinnati	HE	Angie Yemma-Montag	Assistant Director of Business Affairs	yemmaa@ucmail.uc.edu	(513) 556-3158	Debt Management	2

REFERENCE FROM EUNA BUDGET ENTERPRISE

Entity Name: School District of Philadelphia, PA. Office of Management and Budget
Contact Name, Title: Joe D'Alessandro, Deputy Chief of Grant Compliance and Fiscal Services
Phone: (215) 400-6540
Email: jvdalessandro@philasd.org
City, State: Philadelphia, Pennsylvania
Years Serviced: September 2006 (18 years)
Description of Services: Budget Enterprise components for:

- Operating Budgets
- Grants Management
- Personnel Cost Forecasting
- Budget Management and Execution
- Reporting
- Budget Books created through our Print Publishing module

Annual Volume: $4.8 Billion (2024)

REFERENCE FROM EUNA PROCUREMENT

Name: Laredo ISD
Contact Name, Title: Hector Mejia, Procurement Director
Phone: (956) 273-1081
Email: hmmejia@laredoisd.org
City, State: Laredo, Texas
Years Serviced: February 2022 (2 years)
Description of Services: eSourcing, Intake, SSO, Bidtables, Questionnaires

REFERENCE FROM EUNA BUDGET PROFESSIONAL

Name: Wicomico Public Schools
Contact Name, Title: Donna Russitano, Budget Manager
Phone: (410) 677-4539
Email: drussita@mywcps.org
City, State: Salisbury, Maryland
Years Serviced: Since 2019 (5 years)
Description of Services: Euna Budget has been implemented at Wicomico Public Schools with Operating and Personnel modules and integrates with SunGard ERP.
Annual Volume: $180,000,000 annual budget

REFERENCE FROM DEBTBOOK

City of Raleigh, NC

- Contact Name & Title: Shelle Boudreau, Financial Services Manager
- Contact Phone & Email: (919) 996-4965 & michelle.boudreau@raleighnc.gov
- City, State: Raleigh, NC
- Years Serviced: 3 years
- Description of Services: Debt Management, Lease Management, Subscription Management

City of Minneapolis, MN

- Contact Name & Title: Dave Wheeler, Manager of Debt & Investments
- Contact Phone & Email: (612) 673-3775 & david.wheeler@minneapolismn.gov
- City, State: Minneapolis, MN
- Years Serviced: 1.5 years
- Description of Services: Debt Management, Lease Management, Subscription Management

University of Cincinnati, OH

- Contact Name & Title: Angie Yemma-Montag, Assistant Director of Business Affairs - Debt Management
- Contact Phone & Email: (513) 556-3158 & yemmaa@ucmail.uc.edu
- City, State: Cincinnati, OH
- Years Serviced: 2 years
- Description of Services: Debt Management

City of Alexandria, VA

- Contact Name & Title: Kendel Taylor, Finance Director
- Contact Phone & Email: (703) 746-3741
- City, State: Alexandria, VA
- Years Serviced: 2.5 years
- Description of Services: Debt Management, Lease Management, Subscription Management

9. Region 14 ESC reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any submitting a proposal.

Iron Brick, Euna, DebtBook and Workday are agreeable to this.
DebtBook currently holds a contract with OMNIA via contract 14-03 as procured by Region 14 ESC in August 2021.

10. Provide any additional information relevant to this section.

Current and Past Guidehouse Public Sector Clients

State Government	Local Government	Federal Government
• State of Arizona • State of Arkansas • State of California • State of Colorado • State of Florida • State of Illinois • State of Maine	• Chicago Transit Authority • City of Austin • City of Baltimore • City of Chicago • City & County of Denver • City of Detroit • City of Houston	• Department of Agriculture • Department of Defense • Department of Education • Department of Energy • Department of Health and Human Services • Dept. of Homeland Security

IRONBRICK

Current and Past Guidehouse Public Sector Clients

State Government	Local Government	Federal Government
• State of Massachusetts • State of Michigan • State of Minnesota • State of Missouri • State of New Jersey • State of New York • State of Ohio • State of Oklahoma • State of South Carolina • State of South Dakota • State of Texas • State of Vermont • Commonwealth of Puerto Rico	• City of Jersey City • City of Los Angeles • City of Memphis • City of Minneapolis • City of New York • City of Philadelphia • City of San Jose • City of Santa Monica • City of Seattle • Metropolitan Transportation Authority (NYC) • Port Authority of New York and New Jersey • Bexar County • Cook County • DuPage County • El Paso County • Harris County • Santa Barbara County • Tarrant County • Travis County	• Dept. of Housing & Urban Development • Department of the Interior • Department of Justice • Department of State • Department of Transportation • Department of Treasury • Department of Veterans Affairs • General Services Administration • U.S. Intelligence Agencies

SECTION V- VALUE ADDED PRODUCTS AND SERVICES

1. Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.

We have focused our core response on the SaaS requirements and scope of this RFP. But we recognize customers are ultimately looking for 'complete' solutions. This means not just the ability to purchase the software required to meet their needs- but selecting and contracting with a System Integrator who can implement and deliver the solution. We have executed Teaming Agreements with Avaap, Guidehouse, and Strada to join our OMNIA team in the event we receive award.

We sought to bring a diversified group of system integrators- all of whom have been vetted and certified by Workday as solution implementation partners. These companies with proven experience, and a range of consulting practice sizes, can support the budgets and requirements of the smallest schools in Region 14 to the needs of the largest counties and states in the nation. We believe our team provides the experience and ability to deliver complete solutions the market is looking for. Our team also provides Iron Brick and OMNIA with significant extended reach and relationships that will make sure this contract is successful. By adding these leading Workday System Integrators to our OMNIA team we greatly expand our marking and outreach to the SLED markets. Having the support and marketing abilities of these companies will help us position OMNIA & Iron Brick as the first choice for government organizations looking for HR, Finance, and Planning solutions.

Brining Avaap, Guidehouse, and Strada to our team for this effort will greatly expand our marketing presence. Including their services should greatly expand the order size of contracts we execute. We look to address rate cards and services bundle pricing, after OMNIA has determined awards for this contract.

Over the life of this contract we would aim to continue to innovate. We will seek to add additional niche technologies that are complimentary to the Workday platform, such as Utility billing. Among our current core team of technology partners Euna has several other product offerings that we believe could be attractive to customers looking to leverage our Iron Brick/Workday OMNIA contract. Euna also offers:
Euna also offers Grants, Payments, and Special Education solutions. Below are brief descriptions of these offerings. For more information visit Euna Solutions | Purpose-Built Software for the Public Sector.

Euna Grants

Empower your communities with end-to-end grants management, powered by the most reliable network of funding opportunities and research.

Euna Grants helps state, local, and tribal governments simplify the entire grants process — including pre-award, post-award, and sub-recipient management — through our end-to-end, purpose-built grants management system, so you can have the resources and time to deliver on what matters most for your communities.

Euna Payments
Centralized, integrated & equitable revenue collection that works for everyone.

Euna Payments standardizes payment workflows and simplifies business processes to provide a unified experience for your customers and staff, while streamlining revenue collection across every channel and every department.

Euna Special Education

Optimizing Student Outcomes - Simplifying special education.
Euna Special Education facilitates the entire special education process, from referral through dismissal, and is backed by a repeatable, data-driven process. Boost confidence in your compliance, staff satisfaction, and student outcomes with a purpose-built solution that is designed to enable more time with students and less time with paperwork.

2. Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.

IRON BRICK
Our Software as a Service (SaaS) proposal does not currently include any hardware products. So none is offered at this time.

3. Describe any equipment reconditioning and recertification offerings.

IRON BRICK
Our Software as a Service (SaaS) proposal does not currently include any hardware products. So none is offered at this time.

TEAMING AGREEMENT

This TEAMING AGREEMENT ("Agreement") made this 29 day of Oct. 2024 ("Effective Date"), by and between **Iron Brick Associates, LLC**, a Virginia Limited Liability Company, having offices at **362 Old Hollow Road, Sperryville, VA 22740** (hereinafter referred to as "IRONBRICK" or "Team Leader"), and **Avaap USA, LLC**, having offices at **1400 Goodale Blvd, Suite 100, Columbus, OH 43212** (hereinafter referred to as "Team Member"), each a "Party" and collectively the "Parties". The provisions of this Agreement shall apply to discussions, working papers, and proposal documents in conjunction with the Program as hereinafter defined.

WHEREAS, the above identified Parties, because of their diverse, but complementary, capabilities, have determined that they would benefit from a team arrangement between their respective organizations in order to develop the best management and technical approach to the **RFP 24-S918 Omnia Partners Region 14 dated Sept. 24, 2024** opportunity, hereinafter referred to as the "Program", in response to a Request for Proposal/Request of Quotation ("RFP/RFQ") from a governmental agency or other entity soliciting the submission of proposals/quotations from qualified bidders to perform certain services and/or provide products as described herein; and

WHEREAS, the Parties believe that a cooperative effort will offer the best combination of capabilities to achieve optimum performance, cost, and delivery for the Program requirements; and

WHEREAS, Team Leader desires to submit a proposal (hereinafter "Proposal") to **Omnia Partners Region 14**, hereinafter referred to as the "Customer", with the assistance of Team Member in response to a business opportunity to be bid by Team Leader; and

WHEREAS, the Team Member represents that it has the experience, qualifications, resources and capabilities to conduct certain services and/or provide certain products; and

WHEREAS, in the event that Team Leader is awarded a contract pursuant to the terms of the RFP/RFQ, Team Member is desirous of participating in the Program as a subcontractor to Team Leader for the supply of products and/or the performance of services and, further, Team Member is willing to submit a proposal/quote to Team Leader for such work subject to the understandings hereinafter stated;

NOW, THEREFORE, in consideration of the premises and promises herein contained, it is mutually agreed as follows:

ARTICLE I
JOINT PROPOSAL

Section 1.01 Proposal Submission

Subject to the terms and conditions of Article II of this Agreement, Team Leader and Team Member agree to exclusively work together for the purpose of submitting Proposal for the Program. Team Leader will be responsible for submitting a Proposal to the Customer in response to the RFP/RFQ for

Signature	Peter Sirh	Signature	Steve Csuka
Date	October 29, 2024	Date	10/30/2024
Name	Peter Sirh	Name	Steve Csuka
Title	VP	Title	CEO

Docusign Envelope ID: A94634B0-40DB-4386-8273-83BB4393C6B0

IRONBRICK

TEAMING AGREEMENT

This TEAMING AGREEMENT ("Agreement") made this 29 day of Oct 2024 ("Effective Date"), by and between **Iron Brick Associates, LLC**, a Virginia Limited Liability Company, having offices at 362 Old Hollow Road, Sperryville, VA 22740 (hereinafter referred to as "IRONBRICK" or "Team Leader"), and **Strada U.S. Professional Services, LLC**, having offices at **8400 N.W. 36th Street, Suite 140, Miami, FL 33166** (hereinafter referred to as "Team Member"), each a "Party" and collectively the "Parties". The provisions of this Agreement shall apply to discussions, working papers, and proposal documents in conjunction with the Program as hereinafter defined.

WHEREAS, the above identified Parties, because of their diverse, but complementary, capabilities, have determined that they would benefit from a team arrangement between their respective organizations in order to develop the best management and technical approach to the **Cloud Solutions for HR, Finance and Planning Solicitation Number RFP 24-S918** opportunity, hereinafter referred to as the "Program", in response to a Request for Proposal/Request of Quotation ("RFP/RFQ") from a governmental agency or other entity soliciting the submission of proposals/quotations from qualified bidders to perform certain services and/or provide products as described herein; and

WHEREAS, the Parties believe that a cooperative effort will offer the best combination of capabilities to achieve optimum performance, cost, and delivery for the Program requirements; and

WHEREAS, Team Leader desires to submit a proposal (hereinafter "Proposal") to **Region 14 Education Service Center on behalf of itself and other government agencies and made available through OMNIA Partners, Public Sector, Inc.,** hereinafter referred to as the "Customer", with the assistance of Team Member in response to a business opportunity to be bid by Team Leader; and

WHEREAS, the Team Member represents that it has the experience, qualifications, resources and capabilities to conduct certain services and/or provide certain products; and

WHEREAS, in the event that Team Leader is awarded a contract pursuant to the terms of the RFP/RFQ, Team Member is desirous of participating in the Program as a subcontractor to Team Leader for the supply of products and/or the performance of services and, further, Team Member is willing to submit a proposal/quote to Team Leader for such work subject to the understandings hereinafter stated;

NOW, THEREFORE, in consideration of the premises and promises herein contained, it is mutually agreed as follows:

Docusign Envelope ID: A94634B0-40DB-4386-8273-83BB4393C6B0

Section 5.20 Survival

All provisions that by their terms or nature survive termination of this Agreement shall survive such termination.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above by their respective duly authorized representatives.

Iron Brick Associates, LLC		**Strada U.S. Professional Services, LLC**	
Signature	Peter Sirh	Signature	Signed by: Tiffany Cleaver 8715701E6F21495...
Date	October 29, 2024	Date	10/30/2024 | 2:50 PM CDT
Name	Peter Sirh	Name	Tiffany Cleaver
Title	VP	Title	Sr. VP, Global Workday Leader

TEAMING AGREEMENT

This TEAMING AGREEMENT ("Agreement") made this 29 day of October 2024 ("Effective Date"), by and between Iron Brick Associates, LLC, a Virginia Limited Liability Company, having offices at 362 Old Hollow Road, Sperryville, VA 22740 (hereinafter referred to as "IRONBRICK" or "Team Leader"), and Guidehouse Inc. a Delaware Corporation, having offices at 1676 International Dr., Suite 800, McLean, VA 22102 (hereinafter referred to as "Team Member"), each a "Party" and collectively the "Parties". The provisions of this Agreement shall apply to discussions, working papers, and proposal documents in conjunction with the Program as hereinafter defined.

WHEREAS, the above identified Parties, because of their diverse, but complementary, capabilities, have determined that they would benefit from a team arrangement between their respective organizations in order to develop the best management and technical approach to the _RFP 24-S918 Omnia Partners Region 14 Cloud Solutions for HR, Finance and Planning opportunity, hereinafter referred to as the "Program", in response to a Request for Proposal/Request of Quotation ("RFP/RFQ") from a governmental agency or other entity soliciting the submission of proposals/quotations from qualified bidders to perform certain services and/or provide products as described herein; and

WHEREAS, the Parties believe that a cooperative effort will offer the best combination of capabilities to achieve optimum performance, cost, and delivery for the Program requirements; and

WHEREAS, Team Leader desires to submit a proposal (hereinafter "Proposal") to Omnia Partners Region 14, hereinafter referred to as the "Customer", with the assistance of Team Member in response to a business opportunity to be bid by Team Leader; and

WHEREAS, the Team Member represents that it has the experience, qualifications, resources and capabilities to conduct certain services and/or provide certain products; and

WHEREAS, in the event that Team Leader is awarded a contract pursuant to the terms of the RFP/RFQ, Team Member is desirous of participating in the Program as a subcontractor to Team Leader for the supply of products and/or the performance of services and, further, Team Member is willing to submit a proposal/quote to Team Leader for such work subject to the understandings hereinafter stated;

NOW, THEREFORE, in consideration of the premises and promises herein contained, it is mutually agreed as follows:

Section 5.16 Laws Governing

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to such state's principles of conflicts of laws and the laws of the United States of America. The Parties agree that any proceeding relating to or arising from the Agreement shall be heard and litigated exclusively in a state or federal court located in Fairfax County, Commonwealth of Virginia. Each Party hereto consents to the personal jurisdiction in any such action brought in any such court, consents to service of process by registered mail upon each Party's designated legal counsel and waives any objection to venue in any such courts and any claim that any such court is an inconvenient forum.

Section 5.17 Entire Agreement

This Agreement shall become effective on the date first mentioned and shall be binding upon the Parties hereto and their respective assigns. This Agreement represents the entire agreement and no other understandings, written or oral which modify the terms hereof, will be binding unless made in writing executed by the Parties hereto.

Section 5.18 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other Party.

Section 5.19 Section Titles

The titles of sections appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

Section 5.20 Survival

All provisions that by their terms or nature survive termination of this Agreement shall survive such termination.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above by their respective duly authorized representatives.

Iron Brick Associates, LLC	**Team Member**
Signature Peter Sirk	Signature

Date	October 29, 2024	Date	October 29, 2024
Name	Peter Sirh	Name	Anaita Kasad
Title	VP	Title	Partner

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	Iron Brick Associates, LLC	**Contact**	Peter Sirh
			Signature
			Peter Sirh
			Printed Name
	362 Old Hollow Rd		VP
Address	Sperryville, VA 22740		**Position with Company**
		Official Authorizing Proposal	Peter Sirh
			Signature
			Peter Sirh
			Printed Name
Phone	703-288-3874		VP
			Position with Company
Fax			

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Peter Sirh, as an authorized representative of

Iron Brick Associates, LLC, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Peter Sirh
Signature of Named Authorized Company Representative

10/7/2024
Date

SAAS AND SERVICES AGREEMENT

This SAAS and Services Agreement, including all documents referenced and incorporated below and the Order Form which by this reference is incorporated herein (collectively, this "**Agreement**"), is a binding agreement between [ ] (referred to as "**Licensor**" or "**EUNA**," as part of the EUNA brand) and the entity identified on the Order Form as the Customer ("**Customer**"). EUNA and Customer are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**." The Parties agree as follows:

LICENSOR PROVIDES THE SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE AND DOCUMENTATION SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND FULLY COMPLIES WITH THEM. BY CHECKING THE "ACCEPT" BOX ON THE ORDER FORM ORISSUING A PURCHASE ORDER AFTER REVIEWING THESE TERMS YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS AND CONDITIONS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE OR PROVIDE THE SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE OR OTHER DELIVERABLE TO CUSTOMER AND YOU MUST NOT DOWNLOAD, USE OR ACCESS THE SAAS OFFERING, SOFTWARE OR DOCUMENTATION OR OTHERWISE RECEIVE THE PROFESSIONAL SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT WITHOUT AN APPLICABLE ORDER FORM AND PAYMENT OF ALL REQUIRED FEES, COSTS AND AMOUNTS. THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE OR DOCUMENTATION THAT CUSTOMER DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SAAS OFFERING, SOFTWARE OR DOCUMENTATION.

1. Definitions.

a. "**Aggregated Statistics**" means data and information related to Customer's use of the SAAS Offering that is used by EUNA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SAAS Offering.

b. "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAAS Offering under the rights granted to Customer pursuant to this Agreement and the applicable Order Form, and (ii) for whom access to the SAAS Offering has been purchased hereunder.

c. "**Confidential Information**" means any information relating to a Disclosing Party (as defined in Section 9), its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the Disclosing Party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as "confidential" or "proprietary," or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person.

d. "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAAS Offering or Professional Services, as applicable.

e. "**Deliverable**" means all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the EUNA in the course of performing the Professional Services or providing the SAAS Offering, including any items identified as such in the applicable Order Form.

f. "**Documentation**" means the applicable training, informational or support videos and documentation relating to (i) the use of and access to the SAAS Offering and (ii) any error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates thereto, provided by EUNA to Customer in any format.

g. "**Fees**" means the fees set forth in the applicable Order Form.

h. "**Intellectual Property Rights**" (i) all United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by applicable Law, including all copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all rights in all trade secrets, know-how, and confidential information; and (v) other intellectual property rights protectible under any Laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

i. "Law" means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law in the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority.

j. "**Order Form**" means the order form between the Parties that incorporates this Agreement.

k. "**Public Facing Software**" means a portion of the Software made available by the Customer to members of the general public.

l. "**SAAS IP**" means the SAAS Offering and the Documentation. For the avoidance of doubt, SAAS IP includes proprietary data structures, database schemas, metadata, Aggregated Statistics and any information, data, or other content derived from EUNA's monitoring of Customer's access to or use of the SAAS IP but does not include Customer Data.

m. "**SAAS Offering**" means the software-as-a-service offering, including any integrated platform offering, as set out in the applicable Order Form.

n. "**Professional Services**" means the services set out in the applicable Order Form and any associated statement of work attached or referenced in the Order Form ("Statement of Work"), if applicable.

o. "**Term**" has the meaning set forth in Section 10 a.

p. "**Third-Party Products**" means any third-party products described in the applicable Order Form provided with or incorporated into the SAAS Offering.

2. Professional Services. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA shall provide to Customer the Professional Services in accordance with the applicable Order Form and Statement of Work.

3. Software Subscription.

a. Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) right to access and use the SAAS Offering during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. EUNA shall provide to Customer the necessary information to allow Customer to access the SAAS Offering. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. Public Facing Software. Notwithstanding the definition of Authorized Users, Customer is permitted to provide access to its constituents that are solely utilizing public facing functionalities of the SAAS Offering that do not otherwise require a specific license from EUNA.

c. Documentation License. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAAS Offering.

d. Optional Features. EUNA shall provide all extensions, enhancements, and other changes, which are logical improvements to the SAAS Offering and to which EUNA makes generally available on a commercial basis, without charge, to other licensees of the EUNA SAAS Offering. Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to the SAAS Offering nor do they include any Professional Services that may be required for implementation.

e. Use Restrictions. Customer shall not use the SAAS Offering for any purposes beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative

works of the SAAS Offering or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SAAS Offering or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAAS Offering, in whole or in part; (iv) remove any proprietary notices from the SAAS Offering or Documentation; or (v) use the SAAS Offering or Documentation in any manner or for any purpose that causes such SAAS Offering or Documentation to infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any person, or that violates any applicable Law.

f. Suspension. Notwithstanding anything to the contrary in this Agreement, EUNA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SAAS Offering if: (i) EUNA reasonably determines that (A) there is a threat or attack on any of the SAAS IP; (B) Customer's or any Authorized User's use of the SAAS IP disrupts or poses a security risk to the SAAS IP or to any other customer or vendor of EUNA; (C) Customer or any Authorized User is using the SAAS IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EUNA's provision of the SAAS Offering to Customer or any Authorized User is prohibited by applicable Law; (ii) any vendor of EUNA has suspended or terminated EUNA's access to or use of any third-party services or products required to enable Customer to access or use the SAAS Offering each a ("**Service Suspension**"). EUNA shall use commercially reasonable efforts to resume providing access to the SAAS Offering as soon as reasonably possible after the event giving rise to the Service Suspension is investigated, contained, remediated, and cured. EUNA will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

g. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, EUNA may monitor Customer's use of the SAAS Offering and collect and compile Aggregated Statistics. As between EUNA and Customer, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by EUNA. Customer acknowledges that EUNA may compile Aggregated Statistics based on Customer Data input into the SAAS Offering. Customer agrees that EUNA may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable Law. EUNA agrees to process Customer Data available in accordance with EUNA's privacy policy which is available upon request and online at https://eunasolutions.com/privacy-policy/. EUNA may update its privacy policy from time to time and such updated privacy policy will be effective and applicable upon posting.

4. Customer Obligations.

a. For Professional Services. In connection with the Professional Services, Customer shall:

(i) cooperate with EUNA in its performance of the Professional Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable EUNA to provide the Professional Services;

(ii) provide Cooperation, as defined herein, and perform Customer facing milestones and Customer deliverables necessary to enable EUNA to continue to perform under the Order Form and Statement of Work; and

(iii) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EUNA's provision of the Professional Services.

b. For the SAAS Offering. In connection with the SAAS Offering:

(i) Customer agrees to be responsible and liable for all uses of the SAAS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer agrees to be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the SAAS Offering and shall cause Authorized Users to comply with such provisions.

(ii) EUNA may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions.

(iii) EUNA will use commercially reasonable efforts to implement the SAAS Offering. Customer acknowledges and agrees that Customer's timely provision of (and EUNA's access to) Customer's assistance, cooperation, and complete and accurate feedback, approvals, information, and data from Customer's officers, agents and employees as is reasonably requested by EUNA (collectively, "**Cooperation**") is essential to the implementation and operation of the SAAS Offering, and that EUNA shall not be liable for any deficiency, delay or failure in implementing or operating the SAAS Offering if such deficiency, delay or failure results from Customer's failure to provide full Cooperation as required hereunder. Cooperation will include designating a project manager to interface with EUNA during the course of EUNA's implementation or provision of the SAAS Offering. If Customer repeatedly fails to provide Cooperation, EUNA may terminate this Agreement in accordance with Section 10(b)(ii).

5. Fees and Expenses.

a. Fees. Except for Fees that Customer has successfully disputed, Customer shall pay the Fees without offset or deduction. Unless otherwise provided in the applicable Order Form, Customer shall pay the Fees in US dollars within thirty (30) days from the date of the applicable invoice. If Customer fails to make any payment when due, without limiting EUNA's other rights and remedies: (i) EUNA may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (ii) if such failure continues for thirty (30) days or more, and in addition to all other remedies available under this Agreement or at law (which EUNA does not waive by the exercise of any rights hereunder), EUNA may suspend Customer's and its Authorized Users' access to any portion or all of the Professional Services and the SAAS Offering until such amounts are paid in full.

b. Taxes. Fees do not include any taxes. Customer is exempt by Law from payment of State and local sales tax and federal excise tax. In the event that taxes are assessed by any governmental body on any Deliverable provided under this Agreement, in which Customer is not exempted from paying, EUNA shall have the option to terminate the Agreement in lieu of assessment of the taxes against EUNA, provided however that Customer shall have the option to pay EUNA all such tax amounts which have been properly invoiced, at Customer's discretion, to avoid termination of this Agreement. Customer shall provide EUNA with a valid tax exemption certificate upon request.

6. Service Levels and Support.

a. Service Levels. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to make

the SAAS Offering available in accordance with the service levels set out in the provided service level documentation posted from time to time on EUNA's website (the "**Service Level Policy**").

b. Support. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to provide the support services described in the support services documentation posted from time to time on EUNA's website (the "**Support Services Policy**").

c. Updates. EUNA reserves the right to modify the Service Level Policy and Support Services Policy from time to time effective immediately by posting an updated policy at the links referenced above. EUNA's support obligations extend solely to Customer's designated support contacts. Customer acknowledges and agrees that, as between Customer and EUNA, Customer shall be solely responsible to provide any and all support to all other third parties. Unless otherwise stated in the Service Level Policy, EUNA shall not have any obligation to provide support services to any third parties.

7. Representations, Limited Warranties, and Disclaimer.

a. Representations. Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.

b. Warranties for Professional Services. EUNA warrants that it will perform the Professional Services:

(i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;

(ii) using personnel of commercially reasonable skill, experience, and qualifications; and

(iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

c. Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any warranties, representations or guarantees regarding uptime or availability of the SAAS Offering except to the extent specifically included in the applicable Service Level Policy.. THE FOREGOING WARRANTIES, REPRESENTATIONS AND GUARANTEES DO NOT APPLY AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR ANY FAILURE IN PERFORMANCE CAUSED BY THIRD-PARTY PRODUCTS.

d. Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties, representations and guarantees in this Agreement shall be as follows:

(i) EUNA shall use reasonable commercial efforts to promptly cure any such breach; provided, that if EUNA cannot cure such breach within sixty (60) days after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.

(ii) For Professional Services, Customer's remedy for breach of the foregoing warranties, representations and guarantees shall be the re-performance of the relevant Professional Services free of charge to the extent the breach was caused solely by EUNA. The foregoing remedy shall not be available unless Customer provides written notice of such breach (which notice reasonably describes the breach and the deficiencies identified by Customer) within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

(iii) For any such breach involving a failure to meet the commitments in the Service Level Policy, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Policy.

e. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Intellectual Property.

a. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of Customer shall be owned by EUNA. If any derivative work is created by Customer from the SaaS Offering EUNA shall own all right, title and interest in and to such derivative work.

b. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

c. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, or (ii) has a valid license with the right to sublicense the Customer Data to EUNA as provided herein. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer represents, warrants and agrees that: (A) it will comply with applicable Law, including the Laws of the territories and jurisdictions from which any Customer Data is obtained or pertains, in collecting, using, disclosing, transmitting and in soliciting the transmission of Customer Data into or with the SAAS Offering as contemplated under this Agreement; (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA

through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such Customer Data to EUNA; and (C) EUNA's use, storage, disclosure and other processing of Customer Data in accordance with this Agreement or Customer's instructions or direction will not cause EUNA or any of its vendors to violate any applicable Law or infringe the rights of any individual or third party.

d. Passwords. Customer is responsible for the confidentiality and use of its passwords, other credentials, and account, and in no event shall EUNA be liable for any loss of information of Customer or other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords, other credentials or account.

e. Prohibited Information. Except as necessary to utilize the SAAS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health information, medical information, health insurance card information, policy identification numbers, or any other information that would cause EUNA to be classified as a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") or similar designation under other Laws, (ii) information that causes ENUA to be subject to any Laws beyond those Laws generally applicable to all cloud service providers, (iii) security passwords or credentials, and/or (iv) data revealing race, ethnicity, political opinions, religion, sexual orientation, philosophical beliefs or trade union membership or any other information identified under applicable Law as "sensitive information," "private information," or like designation (collectively, "**Prohibited Information**"). If Customer transmits or provides to EUNA any Prohibited Information, Customer shall indemnify and hold EUNA harmless from and against any claims and liability arising from the transmission to EUNA of any Prohibited Information or any processing of such information by EUNA, and EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.

f. Feedback. If Customer or any of its employees or contractors provides, sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to the SAAS Offering, Documentation, Software, Professional Services, or any of EUNA's Intellectual Property Rights, including without limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), EUNA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns and agrees to assign to EUNA, and will cause its employees, contractors and/or agents to assign to EUNA, all right, title, and interest in and to the Feedback, including all Intellectual Property Rights in the Feedback, to EUNA without further consideration. EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.

g. Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP.

9. Confidentiality.

a. Generally. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Confidential Information shall at all times remain the property of the Disclosing Party. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party protects its own Confidential Information, but in no

event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) except as permitted in this Agreement, not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives (including EUNA's affiliates and third party service providers) who need to know the Confidential Information to assist the Receiving Party, act on its behalf, or to exercise its rights or perform its obligations under this Agreement. The obligations in this section do not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information of the Disclosing Party.

b. Permitted Disclosures. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required to establish a Party's rights under this Agreement, including to make required court filings. If a Receiving Party is faced with judicial or governmental action to disclose Confidential Information of the Disclosing Party, the Receiving Party must, if legally permissible, notify the Disclosing Party forthwith and, at the Disclosing Party's request, provide reasonable assistance in opposing such action at the Disclosing Party's cost and expense.

c. Destruction. On the expiration or termination of the Agreement, the Receiving Party shall promptly destroy all copies of the Disclosing Party's Confidential Information in its possession or control and upon request certify in writing to the Disclosing Party that such Confidential Information has been destroyed, provided, however, that a Receiving Party may retain Confidential Information relevant to any pending or threatened litigation or governmental investigation and EUNA may retain Customer's Confidential Information in accordance with its information retention policies and Section 15.a, below.

d. Irreparable Harm. Each Party acknowledges that Confidential Information may constitute unique, valuable, proprietary and trade secret information of the Disclosing Party, and that unauthorized disclosure thereof by the Receiving Party may cause irreparable injury to the Disclosing Party. Accordingly, each Party acknowledges and agrees that monetary damages may not be adequate in the event of a default of this Article 9 and, therefore, that the Disclosing Party may be entitled to injunctive or other affirmative relief, without such constituting an election of remedies, and that the Disclosing Party will not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Article 9, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

e. Duration. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

10. Term, Termination, and Survival.

a. Term. The term of this Agreement (the "**Term**") commences on the Effective Date of this Agreement and will continue in effect for as long as there is an outstanding Order Form in place. Each Order Form will continue for the applicable term listed in such Order Form until terminated by either Party in accordance with this Agreement. The termination or expiration of an Order Form will not affect or

otherwise terminate this Agreement or any other Order Form covering other products or services in effect at such time.

b. User Subscriptions. All user subscriptions in an Order Form shall automatically renew for additional one-year at the end of the then current subscription term listed on the Order Form, unless the Customer gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term of the subscription shall be the same as that during the prior term unless EUNA gives written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

c. Termination for Convenience. Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to EUNA of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a "**SaaS Recovery Amount**" equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.

d. Termination for Cause. In addition to any other express termination right set forth in this Agreement:

(i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

e. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, EUNA will immediately cease providing any Professional Services and Customer shall immediately discontinue use of the SAAS Offering. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

f. Non-Appropriation. In the event Customer is not granted an appropriation of funds at any time during the Term and the non–appropriation did not result from an act or omission by Customer, Customer shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer, except as to the portion of the payments for which fund shall have been appropriated and budgeted. At least ninety (90) days prior to the end of Customer's fiscal period, Customer shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b) such non-appropriation did not result from any act or failure to act by Customer; and (c) Customer has exhausted all funds legally available to pay EUNA. If Customer terminates this Agreement because of non-appropriation of funds, Customer may not purchase or lease during the subsequent fiscal period, software and/or service performing the same function as, or functions taking the place of those performed by the software and/or service provided by EUNA; however, that these restrictions shall not be

applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement.

g. Survival. Sections 3.g, 4, 5, 7, 8, 9, 10, 11, 12, and 14-34 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. Indemnification.

a. EUNA Indemnification.

(i) EUNA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) ("**LOSSES**") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("**THIRD-PARTY CLAIM**") THAT THE SAAS OFFERING OR PROFESSIONAL SERVICES, OR ANY USE OF THE SAAS OFFERING OR PROFESSIONAL SERVICES IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, PROVIDED THAT CUSTOMER PROMPTLY NOTIFIES EUNA IN WRITING OF SUCH THIRD-PARTY CLAIM, COOPERATES WITH EUNA, AND ALLOWS EUNA SOLE AUTHORITY TO CONTROL THE DEFENSE AND SETTLEMENT OF SUCH THIRD-PARTY CLAIM.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit EUNA, at EUNA's sole discretion, to (A) modify or replace the SAAS Offering or Professional Services or component or part thereof, to make it non-infringing, (B) obtain the right for Customer to continue use, or (C) terminate the license for the SAAS Offering and Professional Services and provide a pro rata refund to Customer. If EUNA determines that none of these alternatives is reasonably available, EUNA may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SAAS Offering or Professional Services in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; (B) modifications to the SAAS Offering or Professional Services not made by EUNA; or (C) Customer Data; or (D) Third-Party Products.

b. Customer Indemnification. CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS, AND, AT EUNA'S OPTION, DEFEND EUNA AND ITS AFFILIATES, AND THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "EUNA GROUP") FROM AND AGAINST ANY LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM (I) THAT THE CUSTOMER DATA, OR ANY USE OF THE CUSTOMER DATA IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES, VIOLATES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR ANY LAW, OR (II) BASED ON CUSTOMER'S OR ANY AUTHORIZED USER'S (A) NEGLIGENCE OR WILLFUL MISCONDUCT; (B) USE OF THE SERVICES OR SAAS OFFERING IN A MANNER NOT AUTHORIZED BY THIS AGREEMENT; (C) USE OF THE SERVICES OR SAAS OFFERING IN COMBINATION WITH DATA, SOFTWARE, HARDWARE, EQUIPMENT, OR TECHNOLOGY NOT PROVIDED BY EUNA OR AUTHORIZED BY EUNA IN WRITING; OR (D) MODIFICATIONS TO THE PROFESSIONAL SERVICES OR SAAS OFFERING NOT MADE BY EUNA, PROVIDED THAT CUSTOMER MAY NOT SETTLE ANY THIRD-PARTY CLAIM AGAINST ANY OF THE EUNA GROUP UNLESS EUNA CONSENTS TO SUCH SETTLEMENT, AND FURTHER PROVIDED THAT EUNA WILL HAVE THE

RIGHT, AT ITS OPTION, TO DEFEND THE EUNA GROUP AGAINST ANY SUCH THIRD-PARTY CLAIM OR TO PARTICIPATE IN THE DEFENSE THEREOF BY COUNSEL OF ITS OWN CHOICE.

c. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND EUNA'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROFESSIONAL SERVICES OR SAAS OFFERING INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitation of Liability.

a. IN NO EVENT SHALL EUNA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL EUNAS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO EUNA PURSUANT TO THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL EUNA BE LIABLE FOR ANY CLAIM BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

c. UNDER NO CIRCUMSTANCES SHALL EUNA HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OF ANY CUSTOMER DATA THAT IS INPUTTED INTO THE SAAS OFFERING.

13. Press Release. The Parties may issue a joint press release announcing the launch of the SAAS Offering and Customer's use thereof. Such press releases shall be subject to Customer's approval. Additionally, during the Term, EUNA may list Customer as a customer of EUNA, and Customer grants EUNA a non-exclusive, royalty-free, worldwide license to use any trademarks, service marks, or trade names of Customer in order to display such marks on EUNA's website and marketing materials.

14. Information Security. Each Party will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the other Party's Confidential Information, Intellectual Property, and, (i) in the case of EUNA, the Customer Data, and (ii) in the case of Customer, the SAAS IP.

15. Export of Data.

a. Customer Data. Upon termination, cancellation, expiration, or other conclusion of this Agreement, Customer may request that EUNA remove Customer Data from EUNA's production systems. Customer acknowledges that as part of a commercially reasonable backup strategy, EUNA does maintain

long term archival backups that may continue to contain Customer Data after termination of this Agreement. EUNA agrees not to utilize such archival backups for the specific purpose of accessing Customer Data after termination of this Agreement, unless specifically authorized to do so by Customer.

b. Data Extraction. During the Term of this Agreement, Customer may utilize the standard functionality of the SAAS Offering for its intended purpose, including the ability to download data and copies of documents loaded into or generated by the SAAS Offering. Customer shall have the right to retain a copy of all downloaded documents.. During the Term of and within thirty (30) days following termination of this Agreement, Customer may request EUNA to provide consulting services to Customer in order to perform a custom extract of Customer data from the SAAS Offering. EUNA will provide the requested consulting services for an hourly rate set forth in the Order Form or Statement of Work. Custom data extracts will be provided electronically in a text delimited flat file format (or other mutually acceptable format) and will be scrubbed of all EUNA proprietary data structures. Customer and EUNA will work together to determine a list of the specific data elements to be provided, at which point EUNA will provide an estimate of the time required to extract the data. Once the estimate has been provided, if Customer wishes EUNA to proceed with the data extract, Customer will make a mobilization payment of fifty percent (50%) of the estimated amount to EUNA. After receipt of this payment, EUNA will then have thirty (30) days to deliver the data extracts to Customer. Customer shall have thirty (30) days upon receipt of the data to review for acceptance. Upon acceptance, EUNA will provide Customer with a final accounting of hours and Customer shall be responsible for payment of the additional consulting fees.

16. Authorized Reseller Status; Option to Purchase Affiliate Products. GTY Technology Holdings Inc. dba Euna Solutions ("Euna") is the parent company to multiple other SaaS companies (such subsidiaries, "Affiliates"). These products and services may vary during the Term, but generally include, but are not limited to, software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). As of the Effective Date, Affiliates include Questica Ltd., eCivis Inc., Ion Wave Technologies, LLC, DemandStar Corporation, Open Counter Enterprise Inc., Sherpa Government Solutions LLC, CityBase Inc., and GTY Software Inc. in Canada. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either Euna, as an authorized reseller, or Affiliates, the Affiliate Products on same terms of the Agreement. Notwithstanding the foregoing, Customer understands that different order forms, statement of work(s), and product specific service level agreements may apply. Customer will be provided the Affiliate's additional product terms and will have the opportunity to review and consent to such terms.

17. Entire Agreement. This Agreement, including and together with the Order Form referencing this SAAS and Services Agreement, and any Statements of Work, policies, and other documents referenced and incorporated herein or in the Order Form, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Form, the Order Form followed by the Service Level Policy shall supersede and control. To the extent the Order Form links to legal terms other than this SAAS and Services Agreement or a Statement of Work, those terms shall not apply.

18. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address in the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section).

For Notices to EUNA, legal@eunasolutions.com shall be sent a courtesy email notification. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

19. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

21. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Notwithstanding the foregoing, EUNA may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of EUNA's assets without Customer's consent.

23. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

24. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by EUNA shall be under its own control, Customer being interested only in the results thereof. EUNA shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Professional Services and the provision of the SAAS Offering. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Professional Services or the provision of the SAAS Offering. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

25. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

26. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the Laws of the State of Delaware, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Delaware, United States of America.

27. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Delaware, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Delaware. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

28. Export Regulation. Customer shall comply with all applicable Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the SAAS Offering or any Customer Data outside the US.

29. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMEN IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

30. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

31. Force Majeure. "**Force Majeure Events**" means events beyond a Party's reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in Laws), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events (except for any obligations of Customer to make payments to EUNA hereunder). The Party affected by the Force Majeure Event will promptly notify the other Party and will resume performance when the Force Majeure Event is no longer effective and the impact has been remediated.

32. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy.

Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

33. Government Use. The SAAS Offering, Documentation are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SAAS Offering or Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the foregoing will be only those specified in this Agreement. Customer's rights in the SAAS Offering and Documentation are limited to those expressly granted in Section 3.

34. Cooperative Statement. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion provided EUNA also agrees to do so in writing.

[END OF AGREEMENT]

End User License Agreement

This End User License Agreement ("EULA") between You ("You" meaning the end user agreeing to this EULA on behalf of your organization) and Fifth Asset, Inc. d/b/a DebtBook ("DebtBook") is an agreement for Your use of the DebtBook SaaS offering (the "Services") and related Documentation ("Documentation" means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at https://www.debtbook.com/legal). Please read this carefully before accepting by clicking "I Accept" below. Regardless, by accessing or otherwise using the Services You agree to be bound by this EULA. When You accept these terms, you confirm that You are duly authorized on behalf of the Customer and your organization to accept these terms and use the Services. "Customer" means the person or entity that has purchased the Services as identified in an ordering document between DebtBook and Customer. TO THE EXTENT THIS AGREEMENT CONFLICTS WITH THE PROVISIONS OF THE AGREEMENT BETWEEN DEBTBOOK AND THE PURCHASING ENTITY, INCLUDING, BUT NOT LIMITED TO, GOVERNING LAW, THE AGREEMENT WITH THE PURCHASING ENTITY WILL SUPERSEDE AND CONTROL.

1. **Access Grant; Restrictions**.

    a. DebtBook hereby grants You a non-exclusive, non-transferable, right to use the Services, solely for Your or Customer's own internal business purposes, subject to the terms and conditions of this EULA. All rights not expressly granted to You are reserved by DebtBook. You may not access the Services if You are a direct competitor of DebtBook, except with DebtBook's prior written consent. In addition, You may not access the Services for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purpose. You will not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Services or Documentation in any way; (ii) modify or make derivative works based upon the Services or the Documentation; (iii) create internet links to the Services or "frame" or "mirror" the Services or Documentation on any other server or wireless or internet-based device; or (iv) reverse engineer or access the Services in order to: (a) build a competitive product or service, (b) build a product using features, functions, or graphics of the Services.

    b. You will not: (i) store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material in violation of third party privacy rights; (ii) store or introduce software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs; (iii) interfere with or disrupt the integrity or performance of the Services or the data therein; or (iv) attempt to gain unauthorized access to the Services or its related systems or networks.

2. **Your Responsibilities**. You are responsible for all activity occurring under your user account and will abide by all applicable local, state, national, and foreign laws in connection with the use of the Services, including those related to data privacy. You will: (i) notify DebtBook immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to DebtBook immediately and use reasonable efforts to stop immediately any copying or distribution of the Services or Documentation that is known or suspected by You; and (iii) not impersonate another user or provide false identity information to gain access to or use the Services.

3. **Aggregated Statistics**. "Aggregated Statistics" means data and information related to Your use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services. Notwithstanding anything to the contrary in this EULA, DebtBook may monitor Your use of the Services and collect and compile Aggregated Statistics. As between DebtBook and You, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on data You input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify You or disclose Your Confidential Information.

4. **Intellectual Property Ownership**. DebtBook alone owns all right, title, and interest, including all related Intellectual Property Rights, in and to the Services and Documentation, any content, suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You or any other party relating to the Services. This EULA and Your access to the Services is not a sale, work-for-hire, or any other ownership transfer, and does not convey to You any rights of ownership in or related to the Services or any Intellectual Property Rights of DebtBook. The DebtBook name, logo, and product names associated with the Services are trademarks of DebtBook, and no right or license is granted to use them.

5. **Termination; Suspension**. DebtBook reserves the right to suspend or terminate this EULA and Your access to the Services if You materially breach the terms of this EULA. Your access will automatically terminate at the expiration or termination of the Services with the Customer.

6. **Representations and Warranties; Disclaimers**. Each party represents and warrants that it has the legal power and authority to enter into this EULA. You represent and warrant that you have not falsely identified Yourself nor provided any false information to gain access to the Services. DebtBook does not guarantee that (i) the Services will operate error-free or without interruption; (ii) all defects in relation to the Services will be corrected; and (iii) the Services will operate with any software, system, or data not provided for in the Documentation. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTIBILITY, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DEBTBOOK.

7. **Confidential Information**. "Confidential Information" refers to any non-public information, data, or materials relating to the Services, DebtBook's business, and any other proprietary information provided by DebtBook to You. This includes, but is not limited to, source code, algorithms, trade secrets, and any user data collected by the Services. You agree to keep all Confidential Information confidential and not to disclose, use, or reproduce such information. You will take all reasonable precautions to protect the confidentiality of such Confidential Information. The obligations of this section will not apply to information that: (i) is or becomes publicly known through no wrongful act of You; (ii) is rightfully received by You from a third party without a duty of confidentiality; or (iii) is independently developed by You without reference to DebtBook's Confidential Information.

8. **Limitation of Liability**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL, OR DATA), OR COST OF REPLACEMENT, WHETHER OR NOT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Governing Law**. This EULA is governed by and construed in accordance with the laws of North Carolina. You agree to submit to the exclusive jurisdiction of the state and federal courts located in North Carolina for any disputes arising or in connection with this EULA.

10. **Force Majeure**. In no event will either party be liable to the other party, or be deemed to have breached the EULA, for any failure or delay in performing its obligations under this EULA (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

11. **Assignment**. This EULA may not be assigned by You without the prior written approval of DebtBook, but may be assigned without Your consent by DebtBook to a successor by merger or acquisition, a parent or subsidiary, or an acquirer of assets. Any purported assignment in violation of this provision is void.

12. **Severability**. If any provision of the EULA is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the EULA or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. **Updates**. DebtBook may make updates from time to time to the terms and conditions listed in this EULA.

END USER SUBSCRIPTION AGREEMENT

This End User Subscription Agreement ("Agreement") shall apply exclusively to Workday Service(s) that you are ordering through Reseller. These terms shall control and take precedence over any conflicting terms in a Reseller agreement or any other contract, request for quote, terms and conditions, or statement of work in scope. This Agreement is considered part of any agreement or quote issued by Reseller and Customer hereby agrees to this Agreement as it relates to the Workday Service(s).

1. Provision of Service. Workday shall make the Service available to Customer for use by Customer, its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement. The Service is provided in U.S. English. Notwithstanding anything contained in any Contract Vehicle or other Reseller Agreement, the Workday Services shall perform according to the Documentation.

1.1 Invoices & Payment. Subscription Fees and all other fees due to Reseller hereunder will be invoiced for an amount and with payment terms as per Customer's Agreement with Reseller, and in a format specified by the applicable Reseller Agreement, including any additional payment instructions or deviations. Unless otherwise detailed in an applicable Order Form, all fees are based on access rights acquired and not actual usage.

1.2 Suspension for Non-Payment. Except where prohibited by Law or applicable Contract Vehicle, and except with respect to charges subject to a reasonable and good faith dispute, if Reseller has failed to make payment on behalf of Customer's account for more than thirty (30) days past due, in addition to any other rights or remedies Workday may have under this Agreement or by Law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full, or until Customer has requested novation of this Agreement to Workday.

1.3 Taxes. Except when Customer has a valid tax exemption certificate authorized by the appropriate taxing authority, Customer is responsible for paying to Reseller all Taxes imposed on the Service or any other services provided under this Agreement. Customer agrees to assist Reseller in providing Workday with a valid reseller certificate where required for tax exemption purposes. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address as provided to Workday by Reseller.

2. Customer Obligations. Customer shall have sole responsibility for (a) obtaining and verifying it has all authorizations, consents, and rights necessary to use the Service; (b) the accuracy, quality, and legality of all Customer Content, and shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Workday promptly of any unauthorized access or use; (c) any Non-Workday Content it installs, uses, or enables; and (d) ensuring compliance with the Agreement and the AUP by its Affiliates and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable subscription Term, Workday reserves the right to suspend Customer's access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or Workday or its suppliers in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

3. Proprietary Rights.

(a) Customer Ownership. As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday shall have the right to only use Customer Content to provide the Service (including Improvements), subject to this Agreement.

(b) Workday Ownership. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all related Intellectual Property Rights.

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END USER SUBSCRIPTION AGREEMENT

(c) Customer Input. Customer hereby grants Workday a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

3.1 Restrictions. Customer shall not (a) modify, copy, or create derivative works based on, the Service or Documentation; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Authorized Parties as permitted herein; (c) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding item (e), the Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

4. Confidentiality. Except as detailed in Section 4.1, each party (the "**Recipient**") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "**Discloser**") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Section 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need to know basis to its Affiliates, advisors, contractors and service providers, including third party submission tools or online portal providers required by the Discloser for internal business purposes ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. The parties agree that the Recipient's or its Representatives' online portal terms conflicting with the terms of this Section 4 (a) shall not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representative's online portal, (b) this Section 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (c) are superseded by this Agreement with respect to confidentiality obligations.

4.1 FOIA/Public Disclosure Laws. Workday acknowledges that Customer may be compelled to disclose certain Workday Confidential Information pursuant to the Federal Freedom of Information Act and/or any state equivalents or other applicable public disclosure Laws. A disclosure by the Customer of Workday's Confidential Information to the extent required by Law shall not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. Subject to the foregoing, in the event of any request by a government agency or law enforcement authority for access to Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform Customer of such demand.

4.2 FERPA. To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.

4.3 Business Associate Exhibit. If a Customer concludes that the Service will include access to Customer Content that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Customer is a Covered Entity as defined under HIPAA, the parties agree to attach Workday's Business Associate Exhibit to the Agreement, which shall apply to Workday's receipt, maintenance or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

5. Protection and Security of Customer Content and Privacy.

5.1 Security Program. Workday maintains a security program that conforms to the Workday Security Exhibit.

5.2 Third-Party Certifications and Audits. Workday maintains Audit Reports as set forth in the applicable Product Terms. Through Workday's customer self-service systems or upon Customer's written request, Workday shall make available to Customer Workday's then-current Audit Reports for the applicable Service application to enable Customer to verify Workday's

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compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).

5.3 Privacy. Personal Data will only be processed in accordance with the Data Processing Exhibit.

5.4 Unauthorized Disclosure. If Reseller, Customer, or Workday becomes aware of a Security Breach, that party must promptly notify the other parties, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party shall reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Security Breach, Workday shall conduct a root cause analysis and, upon request, shall share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

6. Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. Workday warrants that during the applicable subscription Order Term: (a) the overall Service (1) will not be materially decreased; and (2) will perform materially in accordance with the feature descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). Customer shall use commercially reasonable efforts to notify Workday in writing, and provide a copy of the notice to Reseller, no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (1) must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday, with a copy provided to Reseller, in accordance with the notice provisions of this EUSA or as required by Contract Vehicle. The Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty is termination of the applicable Service. Unless agreed to in writing, or as required by Contract Vehicle, notice to Reseller of a warranty defect shall not constitute notice to Workday under this paragraph.

6.1 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

7. Indemnification.

7.1 Workday Indemnity. Workday shall defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

7.2 RESERVED

7.3 Conditions. The indemnitor's obligations in Sections 7.1 are conditioned on the indemnitee: (a) promptly giving written notice of the third party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (b) giving the indemnitor sole control of the defense and settlement of the third party Claim (although indemnitor may not settle any third party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable

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assistance. Sections 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these sections.

8. Limitation of Liability.

8.1. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO (A) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OR (B) WORKDAY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL WORKDAY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER CUSTOMER'S AGREEMENT WITH RESELLER FOR THE SERVICE DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE.

8.2 EXCLUSION OF DAMAGES. EXCEPT FOR WORKDAY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

9. Term. The Term of this Agreement shall be as described in the Reseller Agreement or Contract Vehicle. Termination by Customer shall be as specified in the Reseller Agreement, except that nothing in the Reseller Agreement may confer termination rights to the Workday Service or obligate Workday beyond the rights specified in this Section 9.

9.1 Termination by Workday. If not otherwise prohibited by Contract Vehicle, Workday may terminate this Agreement upon thirty (30) days prior written notice to Customer of a material breach by the Customer or Reseller if such breach remains uncured at the expiration of such notice period. In the event this Agreement is terminated, all Order Forms are simultaneously terminated. In the event of a breach by Reseller, and provided Customer is in compliance with all terms of this Agreement, Workday will agree in good faith to negotiate a novation as specified in Section 9.9 (Novation to Workday) to allow Customer to continue using the Service. This provision shall not apply to Federal Customers.

9.2 Suspension. Workday may temporarily suspend Customer's access to, or use of, the Services if Workday believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; or (b) Customer is accessing or using the Services to commit an illegal act; or (c) Customer is accessing or using the Services in a way that is prohibited by or inconsistent with the service description contained in an applicable Order Specification . When reasonably practicable and lawfully permitted, Workday will provide Customer with advance notice of any such suspension. Workday will use reasonable efforts to re-establish the Services promptly after Workday determines that the issue causing the suspension has been resolved. During any suspension period, Workday will make Customer Content available. Any suspension under this paragraph shall not excuse payment as required by the applicable Contract Vehicle or Reseller Agreement.

9.3 Effect of Termination. Upon any expiration or termination of this Agreement, all Order Forms shall immediately terminate and Customer shall, as of the date of such expiration or termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Content" and "Transition Period before Final Termination") and shall also cease accessing Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Reseller prior to the effective date of termination. Additionally, termination for any reason other than Workday's uncured material breach or as allowed by Reseller Agreement or Contract Vehicle, shall not relieve Customer of the obligation to pay all future amounts due except as detailed in the applicable Contract Vehicle or Reseller Agreement.

9.4 Transition Period before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday or Reseller prior to any such termination for a one-time transition period, Workday will continue to provide the Service for up to three (3) months after the effective date of such termination (the "Transition Period"), subject to the terms and

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conditions of this Agreement. Monthly fees for the Transition Period will be quoted through Reseller. Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of this Agreement was due to Customer's breach, Workday has no obligation to perform under this section unless it receives from Reseller (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for further services, and (iii) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.5 Transition Consulting Services. During a Retrieval Period or Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee quoted through Reseller that is based on Workday's then-current rates for consulting services and such services will be set out in a statement of work. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for Customer's breach, Workday may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed by Reseller and (ii) prepayment of fees for further services by Reseller.

9.6 Retrieval of Customer Content. Upon Customer's written request made on or prior to expiration or termination of the Agreement (including any Transition Period), Workday shall give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("Retrieval Period"). After such Retrieval Period and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content and shall, unless legally prohibited, delete Customer Content by deleting Customer's applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Customer Content in accordance with the Agreement. Customer Content will be made available for extraction in a machine readable format as described in the Documentation.

9.7 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) Section 1. Provision of Services" and (ii) those provisions granting Customer access to any SKU(s) and services referenced in any applicable Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

9.8 Novation to Workday. This End User Subscription Agreement and all applicable Order Forms may be novated to Workday: (1) Upon mutual agreement between Customer, Reseller and Workday; or (2) if Reseller has failed to pay the applicable subscription fees, there is a material threat of Reseller's bankruptcy or insolvency, or is otherwise in breach of its Agreement to Workday, to Customer, or to the applicable Contract Vehicle, and upon mutual agreement between Customer and Workday. Such novation shall be memorialized in a separate, mutually agreed upon novation agreement between the parties. The term of the novated agreement, which will become a Main Subscription Agreement as between Customer and Workday, shall be for whatever subscription period was remaining on Reseller's Agreement or as otherwise negotiated. Workday and Customer's obligations and terms and conditions shall be limited to those specified in this End User Subscription Agreement, including all applicable Order Forms, or as otherwise negotiated in the novation agreement. Any other Terms and Conditions or obligations contained in Reseller's Agreement unrelated to performance of the Service or applicable fees shall remain as between Customer and Reseller, and Workday shall have no obligation to fulfill any additional requirements or services to Customer.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. This agreement, when attached to Reseller's contract with Customer, is designed to create a mutual third-party beneficiary relationship between Workday and Customer. No other third-party beneficiary relationships shall be considered a part of this agreement unless otherwise explicitly identified.

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10.2 Insurance. Workday shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception. Upon Customer's written request, Workday shall provide a certificate of insurance evidencing the following coverages: (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than $1,000,000 per accident/per employee; (b) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than $2,000,000; and (c) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than $10,000,000 per occurrence and in the aggregate. Limits for (1) Employers Liability only, and (2) may be achieved through a combination of primary and excess liability/umbrella policies to reach the level of coverage shown above. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered to Workday in accordance with policy provisions.

10.3 Notices. Unless expressly stated otherwise, all notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; or (ii) the third business day after first class mailing. Notices to Workday shall be sent to its General Counsel at legal@Workday.com or other contact indicated by the Reseller. Notices to Customer shall be sent to the address provided by Reseller. Each party may modify its recipient of notices by providing notice pursuant to this Agreement either directly or through communication with Reseller.

10.4 Background Check. Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Content. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under this Agreement on behalf of Workday to be assigned to have access to Customer Content whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

10.5 Code of Conduct. Workday has a published code of conduct available on its public web site with rules for ethical business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.

10.6 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.7 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively) ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within fifteen (15) days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

10.8 Assignment. Except as specified in Section 9.9 (Novation to Workday), neither Customer nor Reseller may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (an "M&A assignment") so long as the assignee agrees to be bound by all of the terms of this Agreement in an amendment to this Agreement and all past due fees are paid in full or otherwise accounted for in the amendment. In no event shall Customer have the right to assign this Agreement to a direct Competitor of Workday. In the event of an M&A assignment, the non-assigning party shall be entitled to request from the assignee information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of this Agreement. Any attempt by a party to assign its rights or

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obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. This provision shall not apply to Federal Customers.

10.9 Governing Law; Venue.

a. If Customer is
    a. U.S. federal government or any agency, department, instrumentality, or entity thereof, then this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with U.S. federal law, and jurisdiction and venue shall be as required or permitted by federal law or regulation.
    b. A state government or any agency, department, instrumentality, public university or school system, private university that accepts public funds, public development corporation or authority, or other entity thereof, then this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with the laws of that state, and jurisdiction and venue shall be as required by the laws of that state.
    c. A local government or any agency, department, instrumentality, public university or school system, public development corporation or authority, or entity thereof, then this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with the laws of the state where the local government located, and jurisdiction and venue shall be as required by the laws of that state.

b. Except as otherwise provided for in Paragraph a, this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its principles of conflict of law thereof that would require the application of the laws of any other state or jurisdiction.

c. Process may be served on either party by first-class registered mail, as well as in any other manner authorized by applicable law or court rule. Neither the UCITA nor the United Nations Convention on Contracts for International Sale of Goods will apply to this Agreement, except as expressly adopted herein.

10.10 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction, unless authorized by the United States government.

10.11 Workday SLA Service Credits. If, in any rolling six-month period, Workday fails to meet the monthly Service Availability or Service Response commitments described in the SLA (a "Failure"), Customer may request the following remedies from Reseller no later than six months after the applicable Failure occurs: (1) a meeting to discuss possible corrective actions for the first Failure; (2) a 10% Service Credit for a second Failure; (3) a 20% Service Credit for a third Failure; and (4) a 30% Service Credit for a fourth Failure. In this Agreement, "Service Credit" means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall direct Reseller to deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Reseller who will pass on the Credit to Customer. The remedies in this section are the Customer's exclusive remedies for any Failure.

10.12 Applicability of Order Forms. All Workday Services and Subscriptions are provided as described in the applicable Order Form used by Workday in its customer course of business. With regards to Workday's obligations to Customer, the terms applicable to a particular SKU contained on an Order Form is available here: https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html. Any Terms and Conditions on an Order Form that relate to indemnification or payment, or that otherwise conflict with the applicable Contract Vehicle, or that are otherwise prohibited by law, shall not apply to Customer. The description of the service on the Order Form shall take precedence over any conflicting descriptions in a final quote or order even when Customer is not a party to the Order Form, unless Reseller and Customer

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specifically negotiate otherwise in writing an alternative description, and provided that any conflicting or alternative descriptions shall not be binding on Workday.

10.13 Federal Government End Use Provisions. Workday provides pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract. Additionally, the parties agree that the purpose of this Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

10.14 Publicity. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

10.15 Miscellaneous. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

10.11 Local Law Requirements: Canada. With respect to Customers domiciled in Canada, the following provisions shall apply: (a) Choice of Language. The parties accept that the terms of this Agreement be drafted in English. Les parties acceptent que les conditions des présentes soient rédigées en anglais. (b) "Gross Negligence" means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was reckless in regard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).

11. Definitions.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Main Subscription Agreement, including the SLA, Security Exhibit, Data Processing Exhibit, Business Associate Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

"**Audit Reports**" means the most recently completed security audit reports prepared by Workday's independent third party auditor and other security relevant assessment reports for the applicable Service as identified in the Product Terms, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

"**AUP**" means the acceptable use policy for the applicable Service located at https://community.workday.com/aup, which also incorporates by reference acceptable use policies of applicable Workday Subprocessors.

"**Authorized Parties**" means Customer's or an Affiliate's Workers and third party providers who are authorized by Customer (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process to access Customer's Instance or receive Customer Content.

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"Claim" means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

"**Confidential Information**" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Content; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

"Contract Vehicle" means a consortium or government wide acquisition contract that Workday is either a party to directly, or which Workday has allowed Reseller to use to sell Workday Services, and, if applicable, has been incorporated in the Reseller Agreement.

"**Customer Content**" means electronic data or information submitted to the Service by Customer or Authorized Parties.

"**Customer Input**" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its users and/or Authorized Parties relating to the operation or functionality of the Service.

"**Data Processing Exhibit**" or "**DPE**" means the Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index/exhibits.html,which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a Data Processor. No update will materially decrease Workday's Data Processor obligations under the DPE.

"**Documentation**" means the current version of the Workday electronic Administrator Guide for the applicable Service application, which may be updated by Workday from time to time.

"**Enhanced Features**" shall have the same meaning as set forth in the applicable Product Terms.

"**Improvements**" means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"**Instance**" means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"**Intellectual Property Rights**" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"**Law**" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective party.

"Loss" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"**Non-Workday Content**" means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

"**Order Form**" means the commercial form that Workday uses to conduct its business in the customary course of its business or the equivalent document used by Reseller to convey the pricing and SKUs being purchased by Customer. An order form may contain product or service descriptions, pricing, or other usage terms. Order Forms, as used in this EUSA, do not include

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the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

"**Personal Data**" has the definition set forth in the DPE.

"**Product Terms**" means the product terms for a specific Service application as identified via URL in or attached to the subscription Order Form, which may be updated by Workday from time to time; provided that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after notice to Customer.

"**Production**" means the Customer's use of or Workday's written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer's books/records; or (c) in any decision support capacity. Production does not include sandbox, preview, or implementation Instance.

"**Reseller**" means the Contracting entity directly selling Workday Service to Customer.

"**Reseller Agreement**" means the contract between Reseller and Customer.

"**Security Breach**" means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Content; provided that an incidental disclosure of Customer Content to an Authorized Party or Workday, or incidental access to Customer Content by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law; (b) any Personal Data Breach as defined in the DPE, and (c) any security breach (or substantially similar term) as defined by Law affecting Customer Content.

"**Security Exhibit**" means the Universal Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index/exhibits.html, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit.

"**Service**" means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content.

"**Signature Document**" means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

"**SLA**" means the Production Support and Service Level Availability Policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time. No update will materially decrease Workday's responsibilities under the SLA.

"**Subscription Fees**" means all amounts invoiced and payable by Customer for the applicable Service under an Order Form.

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SECTION III- ABILITY TO PERFORM

1. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Acknowledged. See Appendix B. Exhibit A.

2. The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.

Acknowledged.

3. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Acknowledged

4. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

Ordering will be facilitated by an Iron Brick Salesperson/Account Manager.

5. What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.

Our Software as a Service (SaaS) proposal does not currently include any hardware products or have a need to physically ship products. Software from OEM's can be enabled as soon as orders are processed. Training Credits can take a day or two to be activated in OEM training systems. Iron Brick works with customers timelines and requirements to make sure orders are processed and software & training are available as needed. If consulting services are part of the acquisition- we will work with the consulting firms to ensure project kickoff, and work to resolve any issues impacting delivery.

6. Describe how supplier responds to emergency orders.

Orders will be placed within hours of receipt.

7. What is supplier's average Fill Rate?

100% for Software

8. Describe supplier's return and restocking policy.

Iron Brick will follow OEM agreements and practices for any cancellation or return.

9. Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.

Software support agreements will allow for access to patches and upgrades. Warranties will be per the licensing agreements between the OEM and customer.

10. Describe any extended warranty programs or service maintenance programs.

Software support agreements will allow for access to patches and upgrades. Warranties will be per the licensing agreements between the OEM and customer.

11. The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

Our business hours are 9:00 am – 5:00 pm eastern, Monday- Friday. Our salespeople often monitor email afterhours and may be available. Our OEM and Services have similar practices. 24x7 phone support is available from the OEM for technical support questions. Between the Iron Brick Account Manager and our contract partners we will respond to customer requests within One day.

12. Describe supplier's contract implementation/customer transition plan.

If the order is for Software only- Iron Brick will follow order form, process the order, and send access links to the customer. If the order is for Software and implementation services- Iron Brick will work with

the services consulting company to kickoff and execute the statement of work to implement the software solution.

13. Describe the financial condition of supplier.

Iron Brick has been a privately held company for 18 years. We have financial resources, and banking relationships to support any size government organization. We have teamed with public companies like Guidehouse and Workday, and other businesses with a range of sizes to support this requirement.

14. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Iron Brick does not offer a website for order processing. Our site: ironbrick.com

15. Describe the supplier's safety record.

Iron Brick has never had a workplace accident or injury in 18 years.

16. Describe technology used to support the contract.

Salesforce, Microsoft Office, Costpoint (financials)

17. Provide any additional information relevant to this section.

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Region 14 Education Service Center (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners"), is requesting proposals for Cloud Solutions for HR, Finance and Planning. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response

to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to

Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website
C. Tradeshows/conferences/meetings
D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

1. Individual sales calls
2. Joint sales calls
3. Communications/customer service
4. Training sessions for Public Agency teams
5. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

1. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
2. Training sessions for Public Agency teams
3. Training sessions for Supplier teams
4. Regular business reviews to monitor program success
5. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the

term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

1. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
2. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
3. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
4. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA

Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower

pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Iron Brick Associates, LLC., (Iron Brick) was founded in 2006 as a Value-Added Reseller and solutions provider. Through excellence in software acquisition support, consulting delivery, and building key OEM partnerships, our firm has delivered large, successful programs across the Federal, SLED, and commercial markets for nearly twenty years.

Iron Brick has executed hundreds of millions in public sector contracts and thousands of transactions across Tier 1 Suppliers such as NetApp, Cisco, Workday and others.

Currently, our firm's primary mission is to help public sector organizations acquire complex ERP solutions through simple, efficient and compliant acquisition cycles. We have partnered with industry-leading OEMs

such as Workday Inc., Debtbook and Euna Solutions and certified, proven implementation firms to provide the best cloud ERP solutions available today.

B. Total number and location of salespersons employed by Supplier.

Iron Brick currently has four sales leads and we expect that number to grow quickly as we help Workday scale within the SLED business leveraging our Omnia contract.

Iron Brick's sales team aligns closely to the ~75 Workday SLED Account Executives covering the market across 4 primary focus areas:

- Medium Enterprise (ME)- SLED organizations with fewer than 3,500 employees
- Large Enterprise (LE)- SLED organizations with more than 3,500 employees
- Special Districts- Transportation Authorities, Utilities, Libraries, Cemeteries, Parks and Recreation
- State- focused on State-level agencies and opportunities

Both Workday and Iron Brick have sales reps covering the entire SLED marketplace nationally.

C. Number and location of support centers (if applicable) and location of corporate office.

Iron Brick Associates is headquartered in the Commonwealth of Virginia with remote employees across the country. We currently have 8 employees dedicated to our ERP / Workday business.

Our main SaaS OEM partner, Workday, has approximately 19,900 employees with approximately 46% dedicated to Research and Development, 24% in Sales and Marketing, and 30% in Professional Services and Support. In addition, approximately 34% are international employees. Please note, Workday only provides employee breakdowns by what is reported above. Workday does not segment employees by product or product line. Within our structure, many employees are required to have competencies in more than one area.

Support centers

The Workday Support team is strategically located around the world to support our customers whenever they need us. We have Support Centers in eight different locations: Pleasanton, California; Salt Lake City, Utah; Austin, Texas; Atlanta, Georgia; Heredia, Costa Rica; Auckland, New Zealand; Brisbane, Australia; Pune, India; and Dublin, Ireland.

D. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.

Iron Brick Associates LLC., is a privately held company and does not share financial data. Our Dunn & Bradstreet report is included in our response.

Our primary SaaS OEM partner, Workday, has the following annual revenues listed in its annual report, Form 10-K, filed with the United States Securities and Exchange Commission.

Workday Annual Report Revenue Summary (in millions)	2024	2023	2022
Subscription Revenue	6603	5567	4546
Professional Services Revenue	656	649	593
Total Revenue	7259	6216	5139

https://investor.workday.com/sec-filings

FEIN and Dunn & Bradstreet Report

Organization	FEIN	DUNS
Iron Brick Associates, LLC.	20-4737033	783862217
Workday Inc.	20-2480422	607009755

E. Describe any green or environmental initiatives or policies.

Iron Brick Associates, LLC is committed to protecting the environment, the health and safety of our employees, and the community in which we conduct our business. It is our policy to seek continual improvement throughout our business operations to lessen our impact on the local and global environment by conserving energy, water and other natural resources; reducing waste generation; recycling and; reducing our use of toxic materials. We are committed to environmental excellence and pollution prevention, meeting or exceeding all environmental regulatory requirements, and to purchasing products which have greater recycled content with lower toxicity and packaging, that reduce the use of natural resources.

Employee Environment Programs

Iron Brick encourages a remote work environment for all employees. We encourage all employees to avail the usage of all available recycling and environmentally friendly disposal programs available.

- Telecommuting and remote first policy.
- Recycling.
- Environmental Certification.
- Digital documentation wherever possible.
- Sustainable Sourcing.

Environmentally Preferable Purchasing (EPP) Policy

Preference will be given to purchasing products and services that have the following environmentally friendly attributes with acceptable parameters for price, quality and delivery:

· Maximizes post-consumer recycled content.
· Minimizes packaging and other wastes.
· Minimizes toxicity.
· Are durable and reusable.
· Are more locally available to minimize transportation.
· Are made from sustainably produced materials.
· Are compostable or biodegradable.
· Conserves energy, water and other natural resources.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Iron Brick Associates, LLC. is committed to the concept and practice of equal opportunity and affirmative action in all aspects of employment. Accordingly, we have developed an Affirmative Action Plan (AAP) in strict reliance upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission (EEOC) (29 CFR Part 1608). While we firmly believe in the wide dissemination of our affirmative action policies and equal employment opportunity practices, our AAP contains certain proprietary information relating to the company's business that must be kept confidential.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response: a. Minority Women Business Enterprise

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

Iron Brick Associates, LLC. is a self-certified small business, though we do not hold any certifications in any classified areas.

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Iron Brick Associates, LLC. partners with organizations meeting HUB, HUBZone, SDVO, MWBE and SBE requirements. We are not including any of these partners as sub-contractors in our submission, but we are open to adding partners who meet these requirements post-award.

I. Describe how supplier differentiates itself from its competitors.

Iron Brick Associates, LLC. is confident we possess the attributes and offerings that make us highly capable of making the Master Agreement the most successful ERP / SaaS cooperative purchasing program of its kind because we:

- ✓ Offer the top commercial SaaS ERP solutions
- ✓ Offer an elite list of SLED-focused and OEM certified implementation options via our teammates and sub-contractors
- ✓ Have significant experience selling through cooperative purchasing programs
- ✓ Have a substantial national sales and service delivery footprint via our OEMs and services partners
- ✓ Developed channel-leading, strong personal relationships with our vendors and customers
- ✓ Have a track record of success as an OMNIA Partners Authorized-Dealer giving us the required momentum to hit the ground running with a new contract award. On-Boarding will be minimal. Success will start immediately.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Iron Brick Associates, LLC. does not have a history of past litigation, bankruptcy or reorganization.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation, and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Iron Brick Associates, LLC. is a privately held, limited liability corporation. We are **not** owned by anyone convicted of a felony,

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against Iron Brick.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Iron Brick Associates LLC., will offer the full portfolio of SaaS products available from the following OEMs:

- Workday Inc.
- Euna Solutions
- Debtbook

Following our contract award, we can add other SaaS OEMs critical to our SLED customer base and Workday's Go-To-Market strategy.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Iron Brick Associates LLC., distributes products and services nationwide per our reseller and distribution agreements. In general, Distributors we use to fulfill orders are determined by our negotiated reseller and distribution agreements. However, in many cases, we have the flexibility to choose among the Distributors we work with or fulfill directly with Manufacturers.

We intend to offer all products and services to all eligible Participating Public Agencies.

- **Software and Cloud Services.** When needed, we have the flexibility and relationships fulfill software through multiple Distributors, including Carahsoft, DLT, Ingram Micro, Immix/Arrow and TD SYNNEX. In general, customers download software directly from the software publisher's website.
- **Technical, Maintenance, and Warranty Support Services.** Most, if not all, Manufacturers offer basic technical, maintenance, and warranty support as part of any initial purchase. For certain products and services, and primarily for hardware, extended or premier support services may be available from the OEM, publisher, or other 3rd-party at additional costs. Extended or premier services vary among OEMs, and software publishers.
- **Training.** Customers can choose from various mediums, from instructor-led in-person training, web-based virtual events, obtaining self-paced materials, etc.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Iron Brick makes practical and effective use of our software tools, primarily SalesForce.com and Deltek to manage the complete customer lifecycle from the first point of contact to billing and ongoing customer support.

We also leverage our ISO 9001:2015 certified quality management processes to ensure compliance, audit pricing and ensure compliance with the Master Agreement.

Ensuring Customers Receive the Master Agreement Pricing

Iron Brick integrated our key systems to ensure we only produce customer quotes for products and services on contract and offered at or below the contract price. Our quotes contain up-to-date information, including the *then-current* item descriptions and list price, contract price, OEM SKUs, the applicable discount percentage, and the net cost to the customer. In addition, we may offer deeper discounts due to special offers, value-adds, bundles, and quantities, among many other factors. Our quotes will also include applicable CSP, OEM, or software publisher terms and conditions.

Before issuing a quote, we obtain a cost quote from the Manufacturer. Our executive team with support from contracts and accounting, review cost quotes to confirm each item aligns with contract-specific catalog and pricing information and *then-current* terms and conditions do not conflict with the Master Agreement to streamline the fulfillment of any resulting customer order.

How Participating Agencies Can Verify and Audit Pricing to Ensure Compliance with the Master Agreement.

With experience via our existing OMNIA Partners contracts an in prior cooperative purchasing experiences, we have had very few customer inquiries to verify contract pricing. However, when customers have asked OMNIA Partners to confirm that they are receiving contract pricing, we have demonstrated that they received better than or equal to contract pricing on the original quote.

If a Participating Public Agency wants to verify and audit pricing to ensure compliance, we ask that they first contact OMNIA Partners. We will work with OMNIA Partners to provide the necessary information, most likely in the form of a dated Manufacturer or Distributor price list or possibly a redacted Manufacturer or Distributor cost quote, that validates and represents the list price for the item(s) in question at the time of quote. We will also provide a copy of the quote and resulting purchase order to validate that the item(s) were offered at or below the Master Agreement price.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

We do not expect any other partners to participate in handling or shipping the product / service to the end user. Our consulting partners will deliver their consulting services engagements to the client, but product paperwork will flow from the end user directly to Iron Brick.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Iron Brick does not own, lease, or require distribution facilities, warehouses, or retail networks to conduct its business.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Iron Brick Associates LLC acknowledges our response will be available on the OMNIA Partners website. We do not require any portions of our response to be redacted or not available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Executive Leadership Endorsement and Sponsorship

Iron Brick Associates LLC's executive leadership has identified this contract as a critical component to becoming the premier ERP cloud solution provider in the State, Local, and Education market. Within the first 10 days of the contract award, our Executive Sponsor and President, Zebulon Mellett, and the Executive Advisory Board including our General Counsel, Peter Sirh and COO, Kevin Murphy, will review expectations of the overall program and finalize our Master Agreement Implementation Plan.

Ninety-Day Plan

Iron Brick Associates LLC will follow a contract rollout strategy similar to what our Executive leadership has led for other Omnia contracts in previous experiences.

Tasks and Activities	Participants	Time Frame (from contract execution date)
Final Negotiation and Contract Signature • Review contract requirements • Complete final contract negotiations • Sign contract	• IB Executive team • Region 4 ESC • OMNIA Partners	Immediately upon award
Create and Distribute Co-branded Press Release • Internal Development • Publish	• IB Executive team • Region 4 ESC • OMNIA Partners	Immediately after contract signature
Executive Leadership Endorsement and Sponsorship • Review expectations of the overall program • Review and finalize Master Agreement Implementation Plan	• IB Executive team • Region 4 ESC • OMNIA Partners	10 business days
Internal Endorsement and Sponsorship Review expectations of the overall program: • IB Executive Advisory Board (Corporate commitments) • Sales (Training, Customer Transition) • Marketing (Website, Collateral) • Contract Administration (Catalog Maintenance, Sales Reporting, Fee Payment) • Legal (Contract Adherence, Ethical Standards)	• IB Executive team	15 business days
Kickoff Meeting	• IB SLED Team • OMNIA Partners	30 business days
National Sales Force Training • Internal Training • Joint Training	• IB SLED Team • OMNIA Partners	15 business days 30 business days
Publish Website • Dedicated webpage • OMNIA Partners dedicated page	• IB SLED Team • OMNIA Partners	15 business days 30 business days
Publish Co-branded Marketing Materials • Internal Development • Publish to Websites	• IB SLED Team • OMNIA Partners	15 business days 30 business days
Schedule Event Attendance and Participation • Trade Shows and Conferences • Meetings • NIGP Forum	• IB SLED Team • OMNIA Partners	30 business days
Identify Top 10 Region Targets	• IB SLED Team • OMNIA Partners	45 business days
Contract Review I • Marketing (Website, contract guide, collateral) • Sales (Lead generation, quoting) • Operations (Contract admin, order processing)	• IB SLED Team • OMNIA Partners	45 business days

Improvement Rollout I	• IB SLED Team • OMNIA Partners	45 business days
Contract Review II	• IB SLED Team • OMNIA Partners	90 business days
Improvement Rollout II	• IB SLED Team • OMNIA Partners	90 business days
Contract Reviews • Topics TBD	• IB SLED Team • OMNIA Partners	Quarterly
Improvement Rollouts • Initiatives TBD	• IB SLED Team • OMNIA Partners	Quarterly

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Iron Brick Associates is currently an authorized dealer on OMNIA Partners Total Cloud Solutions and Services contract #R220803. Currently, that is our only cooperative agreement. We have successfully transitioned Workday SLED customers to that contract, for example, with the City of Cleveland's 5-year acquisition of Workday HR and Fin. If awarded this Omnia Partners contract, it will continue to be our primary option for positioning strategic SLED acquisitions with both our client base as well as the OEM sales teams.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications

and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Iron Brick Associates LLC., agrees to provide our logos to OMNIA Partners and we agree to grant permission for the reproduction of such logos in marketing communications and promotions. We also acknowledge that using the OMNIA Partners logo will require permission for reproduction.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Iron Brick Associates LLC., will be proactive in the direct sales of the Master Agreement's products and services to Public Agencies nationwide and provide timely follow-up to leads established by OMNIA Partners. Wherever possible, all IB sales materials will incorporate the OMNIA Partners logo. At a minimum, our sales initiatives will communicate that the Master

Agreement:

- Was competitively solicited and publicly awarded by a Principal Procurement Agency
- Provides the best government pricing
- Requires no cost to participate
- Is a non-exclusive contract

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Iron Brick Associates LLC's Master Agreement sales training will include, at a minimum:

- Key features and benefits of Master Agreement for each end user type (technical, procurement, C-Level, etc.) and for the OEM sales reps
- Working knowledge of the solicitation process used for the Master Agreement
- How to identify if Participating Public Agencies can utilize the Master Agreement, and how to initiate membership if they cannot.
- Knowledge of benefits of using cooperative contracts and how to position the Master Agreement.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

ii. Marketing

iii. Sales

iv. Sales Support

v. Financial Reporting

vi. Accounts Payable

vii. Contracts

Area of Responsibility	Point of Contact Information
Executive Support	Zebulon Mellett, President zebulon,mellett@ironbrick.com 703.350.5852 (cell)
Marketing	Zebulon Mellett, President zebulon,mellett@ironbrick.com 703.350.5852 (cell)
Sales	Anita Trnka, National Account Manager Anita.trnka@ironbrick.com 727.403.9233
Sales Support	Peter Sirh, VP of Compliance and Contracts Peter.sirh@ironbrick.com 202.957.1500
Financial Reporting	Peter Sirh, VP of Compliance and Contracts Peter.sirh@ironbrick.com 202.957.1500
Accounts Payable	Laura Frost, Controller laura.frost@ironbrick.com 757.374.0855
Contract Administration	Peter Sirh, VP of Compliance and Contracts Peter.sirh@ironbrick.com 202.957.1500

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Iron Brick Associates LLC's national sales force aligns directly to Workday's national sales force for SLED. This group provides coverage across the SLED marketplace in four (4) key focus areas:

- Medium Enterprise (ME)- SLED organizations with fewer than 3,500 employees
- Large Enterprise (LE)- SLED organizations with more than 3,500 employees
- Special Districts- Transportation Authorities, Utilities, Libraries, Cemeteries, Parks and Recreation
- State- focused on State-level agencies and opportunities

The highest-level executive in charge of this team is as follows:

- Zebulon Mellett, President
- zebulon.mellett@ironbrick.com
- 703.350.5852 (cell)

Zebulon Mellett will lead IB's OMNIA team to drive the success of the contract and increase market share across the SLED customer base and within the Workday ecosystem. Mr. Mellett has successfully supported OMNIA

Partners contracts across key OEMs such as Oracle, RedHat and Workday for 15+ years. He has built deep relationships with and strong access to the Workday SLED sales and executive teams, as well as with key Omnia points of contact to help ensure the success and growth of this contract award.

Mr. Mellett is an experienced IT sales and contract management professional working with and supporting cloud ERP software and professional in various roles focused on the SLED markets. He is responsible for overall Iron Brick program performance, customer satisfaction, and ensuring that IB always supports its commitments. Mr. Mellett directs all of IBs administrative and operational functions and will serve as the primary point of contact between Region 4 ESC, OMNIA Partners, Workday and other key OEMs.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Iron Brick Associates, LLC's key personnel have spent years developing strong relationships with the OMNIA Partners team and we have established excellent momentum bringing Workday together with OMNIA Partners to approach the SLED market strategically.

Over the last 6 months, as an authorized dealer on the OMNIA Partners Total Cloud Solutions and Services contract R220803, Iron Brick has leveraged the OMNIA Connect portal to help schedule many (20+) sales, enablement and account review sessions between OMNIA Partners' sellers and their Workday counterparts. IB serves as a key liaison between OMNIA Partners and Workday. Our efforts have also driven OMNIA Engagement on key Workday client-facing webinars.

Our sellers interact with the OMNIA Partners and Workday salesforces daily. We collaborate with both to ensure our shared customers, and the OEM sellers and decision-makers understand the features and benefits of the contract—and, most importantly, how to transact business against it.

Selling ERP cloud is complex. We offer "best of breed" ERP cloud solutions that cater to IT professionals and functional users alike. We invest significant resources in understanding our customers' IT initiatives and the possibilities of applying cloud and cloud-enabling products and services to resolve their needs within their budget constraints. Once we qualify an opportunity with technical and business users, we have found the OMNIA salesforce invaluable in quickly moving opportunities through procurement and engaging with the OEM sales teams, who often need cooperative contracting education and enablement.

We will work closely with the OMNIA Partners sales team on a deal-by-deal basis to ensure the best tactical support is being provided for each opportunity. We will also engage with OMNIA Partners strategically to engage on key GTM initiatives, participate in Workday customer events and attend key Workday sales team meetings, QBRs and strategy sessions.

Iron Brick's track record of engaging in this manner as an OMNIA authorized dealer can be confirmed by many OMNIA team members familiar with our recent efforts related to the Workday ecosystem.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As stated earlier, IB's Executive Sponsor, Mr. Mellett, will lead our OMNIA SLED team to drive the success of the contract and increase market share.

Iron Brick's Go To Market plan for and role within the Workday ecosystem embeds our team of sellers within the Workday SLED sales teams. Our team will also coordinate with other key OEMs such as Euna Solutions and Debtbook to maximize engagement, awareness and usage of the OMNIA Partners contract.

As a small business, Iron Brick is very proficient in operating with agility, flexibility and speed. Our contracts and legal team will coordinate the addition of new participating public agencies and ensuring timely contract administration.

Iron Brick Key Roles Supporting Omnia

National Account Manager

The National Account Manager will manage the tactical execution of sales programs and operations. The primary responsibility is driving pipeline growth and closing deals under the Master Agreement.

Executive Sponsorship Team

The Executive Sponsorship team will provide broad, strategic guidance and ensure the Master Agreement is promoted inside IB and externally to our customers as the go-to cloud ERP contract.

Legal and Contract Management

Led by Peter Sirh, Iron Brick's VP of Compliance and Contracts, our legal and contracts team will ensure operational efficiency and effectiveness as we move forward with contract administration and operations.

- Mr. Sirh supported a similar role at Mythics Inc for 10+ years and has over 20 years of experience negotiating manufacturing terms and conditions for contract vehicles. He also ensures corporate policies and Iron Brick's ISO framework adhere to contract requirements and promote compliance and high ethical standards.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Iron Brick Associates LLC leverages several Tier 1 enterprise software tools to run our business. employ NetSuite's ERP and CRM applications to manage the complete customer lifecycle from the first point of contact to billing and ongoing customer support. We have also designed and built our PLM system to track Manufacturer price lists and resulting contract modifications through the entire life cycle.

- **SalesForce.com.** SalesForce runs our critical back-office CRM sales operations and processes. SalesForce will help IB provide complete customer lifecycle management from marketing automation, opportunity management and customer service. In addition, as our business scales, leveraging SalesForce.com's reporting capabilities will help us generate project-specific and comprehensive performance reports required by the Master Agreement.
- **Deltek.** IB utilizes Deltek for our key ERP functions such as accounting, timekeeping, Travel and Expense Management, order management and customer invoicing.
- **MSFT SharePoint and MSFT Teams.** Collaboration and communication is a key to our success as we manage our business from quoting, deal management and sales through customer success, invoicing and contract administration. Our team leverages SharePoint for document management, sharing and version control. We use MSFT Teams for day to day team collaboration across sales, operations and legal / compliance to ensure real time communication as we go to market.
- **Order Management.** We believe investing the necessary resources into providing our customers and OEMs accurate and timely quotes compliant with our Manufacturer's *then-current* terms and conditions helps streamline the fulfillment of orders by reducing the number of order modifications. Nevertheless, we employ the same diligence in our Order Management processes described in the table on the next page.

Procedure	Activities
Accepting Customer Purchase Order	• Sales Representative (Sales) receives and confirms receipt of a Customer Purchase Order (PO) • Sales reviews the Customer PO. Sales notifies the Customer and receives updated Customer PO if changes are required. • Sales creates Sales Order (SO) and updates opportunity status in SalesForce • Accounting Representative (Accounting) is notified of pending SO in SalesForce • Accounting quality checks SO and accompanying paperwork. Accounting informs Sales and receives updated Customer PO if changes are required. • Accounting accepts SO
Submitting Vendor Purchase Order	• Accounting creates a Vendor Purchase Order (PO) package • Sales receives a notification of pending Vendor PO package in SalesForce for approval • Sales reviews the Vendor PO package. Sales notifies Accounting and receives updated Vendor PO package if changes are required. • The sales Manager reviews the Vendor PO package. Sales Manager notifies Sales and receives an updated Vendor PO package if changes are required. • Contract Representative (Contracts) notified of Vendor PO package in SalesForce for approval • Contracts review the Vendor PO package against Vendor approval, if necessary. In addition, Contracts notifies Sales and receives an updated Vendor PO package if changes are required. • Accounting receives the notification of the approved Vendor PO package and releases it to the Vendor.
Tracking Delivery Confirmation and Submitting Invoices	After the Vendor PO package is sent to the Vendor, Accounting submits a Customer Invoice: • In most cases, licenses are immediately invoiced because the customer can download the software instantly. • Services are invoiced upon Project Manager approval. Billing terms are dependent upon Customer Acceptance Terms in the contract. • Cloud services are invoiced monthly upon validation of consumption. • Hardware is invoiced upon confirmation of Customer Delivery. • Internal Hardware Tacking Team performs daily updates for all outstanding hardware shipments. • Because partial deliveries may take place, partial invoices may be submitted. • Hardware and License Support is invoiced after the Vendor processes the Vendor PO package and provides customer tracking identification unless other billing terms are required. • Upon receipt, Sales submits customer tracking identification to Customer. • Training credits are invoiced immediately. Other Training is invoiced according to billing terms.
Collections and Payment	• Customers may request estimated payments before the invoice due date. • Collections calls are made within one week after an invoice is past due. • Application of Customer Payment in Deltek closes the open invoice. • We provide closeout assistance upon customer request, provided

	purchase requirements have been fulfilled, and all payment obligations have been met.

Custom Reporting

As described above, we use SalesForce.com and Deltek for CRM and ERP requirements, allowing us to quickly and easily provide management reports for each eligible agency. We track customer purchases at the line-item level, capturing product and service names, metrics, quantities, terms, units, and extended costs. This detail allows us to quickly and easily run reports by region, state, and individual customer or eligible agency. We also track procurement information, including the type of purchase made, i.e., purchase order, procurement card, or other procurement options, and provide customized billing report

Contract Sales Reporting

Iron Brick will submit Contract Sales Reports for each calendar month to OMNIA Partners by the 10th day of the following month in the prescribed format.

Project Reporting

In addition, we leverage various industry-standard tools and techniques to manage and deliver other key operational elements of our business.

Tool	Description
Timekeeping	We enter and track all time against projects on a weekly basis in our Deltek accounting system. This system is also used to manage project financials and invoice payments
Schedule	We utilize Microsoft to develop and track project schedules.
Risk Management	We manage risk on the project utilizing a standard risk register.
Project Communication	On certain projects, we stand up a collaboration room via SharePoint and Teams. All pertinent documents and communication around the project are stored and maintained within the SharePoint site.
Travel and ODCs	We utilize Deltek for travel and other expense reporting.
Office Automation	We utilize standard office automation (Microsoft Word, Excel, PowerPoint) for the creation and management of documents and collateral pertinent to the project in versions acceptable to the authorized user.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ 30,000,000.00 in year one (Base Period Contract value)

$ 50,000,000.00 in year two (Base Period Contract value)

$ 75,000,000.00 in year three (Base Period Contract value)

*Most Workday Base period terms are 5 or 10 years

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Since its founding in 2005, Workday Inc. has utilized a direct sales model across their public and private sector business, growing revenue to over $7B. To scale their business and address internal capacity challenges, the Workday public sector leadership has stated they will transition to an indirect sales model. Iron Brick Associates LLC., is a leader in helping Workday make this transition and we are a disrupter and change agent in driving the transformation.

Because of this cultural shift and transition that will take place over the next 36 months, Iron Brick cannot guarantee any contract sales. The numbers we have provided are only estimates and targets we feel comfortable sharing based on our industry expertise, heavy engagement with the Workday SLED leadership and Workday pipeline projections and market position.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Iron Brick Associates, LLC. advocates for our SLED customers in seeking deeper discounts from our Manufacturers. It's one of our core *value-adds*. Many customers are unaware of the leverage that drives better pricing. We help develop business cases on behalf of our customers to get better deals, requesting our Manufacturers consider the customer's business context, desired products, guaranteed quantity, annual spend, account growth potential, restructuring licensing programs, trade-ins, and competitive take outs. On occasion, deeper discounts may also become available due to Manufacturer-specific special offers, value-adds, bundles, and rebates and which we market to our customers.

i. Iron Brick anticipates responding with better than Master Agreement pricing through the non-standard discounts offered at the order level via our OEMs. Very few ERP SaaS opportunities are non-competitive, so discounts determined on a deal-by-deal basis does happen. Of the opportunities flowing directly through the Master Agreement, we expect a mix of orders at or below the Master Agreement pricing. All revenue flowing through our Master Agreement will be reported by Iron Brick to OMNIA Partners.

ii. In cases where clients decide to issue a competitive solicitation for, discounts below the Master Agreement may be extended by the OEM. In these competitively solicited situations, Iron Brick expects to see pricing mostly below the Master Agreement. All revenue flowing through our Master Agreement will be reported by Iron Brick to OMNIA Partners.

iii. Iron Brick Associates, LLC. works very hard to expertly position OMNIA Partners and our Master Agreement as the primary option for SLED organizations to acquire Workday and our line card of OEMs and Services Providers. There may be cases where Iron Brick completes contracts with SLED organizations outside of the Master Agreement. The OEM ultimately determines their discount and pricing strategy for a given opportunity based on many criteria such as the volume of the order, the length of the term, the competitive landscape of the acquisition cycle and the customer budget as examples.

iv. In this scenario, the OEM ultimately determines their discount and pricing strategy for a given opportunity based on many criteria such as the volume of the order, the length of the term, the competitive landscape of the acquisition cycle and the customer budget as examples.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this TBD day of TBD 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), and Iron Brick Associates, LLC ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof; provided that mutually agreed upon changes set forth in Offeror's proposal shall be added into the body of the Contract and shall not be solely contained in an attachment. Further, for clarity, that in respect to delivery of products and services under the agreement that the applicable Manufacturer's terms and conditions would apply and control.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance. Furthermore, OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another

business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 6 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. Not withstanding the following subsection, for the purposes of clarification, the termination provisions of the Manufacturer Terms and Conditions as defined in offeror's proposal shall control with respect to termination rights regarding the delivery of items under this Contract. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 7 and 10 – 21, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and

images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 1 percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners'

reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

Iron Brick Associates, LLC
362 Old Hollow Rd
Sperryville, VA 22740
contracts@ironbrick.com

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be

deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

IRON BRICK ASSOCIATES, LLC	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Peter Sirh	
Signature	Signature
Peter Sirh	Sarah E. Vavra
Name	Name
VP	Sr. Vice President, Public Sector Contracting
Title	Title
October 31, 2024	
Date	Date

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
OMNIA® PARTNERS			Supplier Name:		Total Sales											
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee								FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES PS Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES PS Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES PS Initials of Authorized Representative of offeror

(D) 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 Subcontractors 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 subrecipient 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.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES PS Initials of Authorized Representative of offeror

(E) 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES PS Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES PS Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES PS Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR 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 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES PS Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. 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 covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES PS Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES PS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES PS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES PS Initials of Authorized Representative of offeror

Offeror's Name: Iron Brick Associates, LLC
Address, City, State, and Zip Code: 362 Old Hollow Rd, Sperryville, VA 22740
Phone Number: 703-288-3874
Fax Number: _____

Printed Name and Title of Authorized Representative: Peter Sirh, VP
Email Address: peter.sirh@ironbrick.com
Signature of Authorized Representative: Peter Sirh
Date: 10/7/2024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES PS Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES PS Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES P S Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Iron Brick Associates, LLC

Address, City, State, and Zip Code: 362 Old Hollow Rd, Sperryville, VA 22740

Phone Number: 703-288-3874 Fax Number: _____

Printed Name and Title of Authorized Representative:
Peter Sirh, VP

Email Address: peter.sirh@ironbrick.com

Signature of Authorized Representative: Peter Sirh Date: 10/7/2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient 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 FEMA.

iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must 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 Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. 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.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. 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.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. 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 the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer 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.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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 covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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 covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Peter Sirh

Signature of Contractor's Authorized Official

Peter Sirh, VP

Name and Title of Contractor's Authorized Official

10/7/2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

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. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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 mean 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."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Iron Brick Associates, LLC

Address, City, State, and Zip Code: 362 Old Hollow Rd, Sperryville, VA 22740

Phone Number: 703-288-3874 Fax Number: _____

Printed Name and Title of Authorized Representative:
Peter Sirh, VP

Email Address: peter.sirh@ironbrick.com

Signature of Authorized Representative: Peter Sirh

Date: 10/7/2024

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Iron Brick Associates, LLC

Organization Address: 362 Old Hollow Rd, Sperryville, VA 22740

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Kevin Murphy	3206 19th Street, Arlington, VA 22201
Zebulon Mellett	298 Rumstick Road, Barrington, RI 02806
Peter Sirh	2760 S Ocean Blvd. #314, Palm Beach, FL 33480

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Peter Sirh	Title:	VP
Signature:	Peter Sirh	Date:	10/7/2024

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ VIRGINIA
County of [illegible] ss:

I, Peter Sirh (name of affiant) residing in Palm Beach (name of municipality)
in the County of Palm Beach and State of Florida of full age,
being duly sworn according to law on my oath depose and say that:

I am Vice President (title or position) of the firm of Iron Brick Associates, LLC (name of firm)

_____ the bidder making this Proposal for the bid

entitled Omnia RFP 24-S918 (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Omnia Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Iron Brick Associates, LLC.

Subscribed and sworn to

before me this day

October 22 2024

Notary public or

My Commission expires 01/31/2026

(Seal)

BRIAN DAVID ALGER
NOTARY PUBLIC
REGISTRATION # 251114
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 01/31/2026

Signature

Peter Sirh, VP

(Type or print name of affiant under signature)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, Peter Sinh (name of affiant), residing in Palm Beach (town of municipality),
in the County of Palm Beach and State of Florida, of full age,
being duly sworn according to law on my oath depose and say that:

I am Vice President (title or position) of the firm of Iron Brick Associates, LLC (name of firm)

the bidder making this proposal for the bid

entitled Omnia RFP 24-S918 (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above named project and that all statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the Omnia Partners (name of contracting unit) relies upon
the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,
except bona fide employees or bona fide established commercial or selling agencies maintained by
Iron Brick Associates, LLC.

Subscribed and sworn to

before me this day

Signature

Vice President

(Type or print name of affiant under signature)

Notary public of

My Commission expires

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Iron Brick Associates, LLC

Street: 362 Old Hollow Rd

City, State, Zip Code: Sperryville, VA 22740

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/8/2024 — ***Date***

Peter Sirk VP — ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Iron Brick Associates, LLC		
Address:	362 Old Hollow Rd		
City:	Sperryville	State: VA	Zip: 22740

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Peter Sirh	Peter Sirh	VP
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: None
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ **I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.**

OR

☐ **I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.**

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Kevin Murphy Home Address: 3206 19th St N Arlington, VA 22201	Name: Zebulon Mellett Home Address: 298 Rumstick Rd Barrington, RI 02806
Name: Peter Sirh Home Address: 2760 S Ocean Blvd #314 Palm Beach, FL 33480	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 22 day of October 2024

(Notary Public)

My Commission expires: 01.31.2026

(Affiant)

Peter Sirh VP

(Print name & title of affiant)

(Corporate Seal)

BRIAN DAVID ALGER
NOTARY PUBLIC
REGISTRATION # 251114
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 01/31/2026

Version June 26, 2024

Version Jan. 30, 2014

DOC #2

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☑ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

List and identify the form below, and if necessary, complete the stockholder list below.

Stockholder:

Name: Kevin Murphy	Name: Zachary Mellen
Home Address: 3308 Fox St N Arlington, VA 22201	Home Address: 508 Kimsrick Rd Bennington, KI 05809
Name: Peter Silp	Name:
Home Address: 5380 S Ocean Blvd #314 Palm Beach, FL 33480	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 4th day of December, 2014

(Seal)

Notary Public

My Commission expires:

(Corporate Seal)

(Print name & title of signing officer)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Omnia EFP 24-S918 Cloud Solutions for HR

VENDOR NAME: Iron Brick Associates, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

_____

_____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Peter Sirh
Signature

10/7/2024
Date

Peter Sirh, VP
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(X) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Peter Sirh	10/7/2024
Signature of Vendor's Authorized Representative	Date
Peter Sirh, VP	20-4737033
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Iron Brick Associates, LLC	703-288-3874
Vendor's Name	Vendor's Phone Number
362 Old Hollow Rd	
Vendor's Address (Street Address)	Vendor's Fax Number
Sperryville, VA 22740	info@ironbrick.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Peter Sirh Title: VP

Signature: Peter Sirh Date: 10/8/2024

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Omnia RFP 24-S918 Cloud Solutions for HR

VENDOR NAME: Iron Brick Associates, LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Peter Sirh
Signature

10/7/2024
Date

Peter Sirh, VP
Print Name and Title

DPP Rev. 12.13.2021

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
P.O. BOX 9003
HOLTSVILLE NY 11742-9003

Date of this notice: 04-28-2006

Employer Identification Number:
20-4737033

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

002276.284076.0008.001 1 MB 0.326 530

IRON BRICK ASSOCIATES LLC
BARBARA DARR MBR
1439 N GREAT NECK RD
VIRGINIA BEACH VA 23454

2276

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 20-4737033. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label we provided. If this isn't possible, it is very important that you use your EIN and complete name and address exactly as shown above on all federal tax forms, payments and related correspondence. Any variation may cause a delay in processing, result in incorrect information in your account or even cause you to be assigned more than one EIN. If the information isn't correct as shown above, please correct it using tear off stub from this notice and return it to us so we can correct your account.

Based on the information from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065	04/15/2007

If you have questions about the form(s) or the due dates(s) shown, you can call or write to us at the phone number or address at the top of the first page of this letter. If you need help in determining what your tax year is, see Publication 536, Accounting Periods and Methods, available at your local IRS office or you can download this Publication from our Web site at www.irs.gov.

We assigned you a tax classification based on information obained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination on your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1,2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue.)

D&B Finance Analytics

Printed By: Lorie Parker

Date Printed: 10/30/2024

LIVE REPORT

IRON BRICK ASSOCIATES, LLC

Tradestyle(s): IRONBRICK

ACTIVE HEADQUARTERS

D-U-N-S Number: 78-386-2217
Phone: +1 703 288 3874

Address: 362 Old Hollow Rd, Sperryville, VA, 22740, United States Of America
Web: www.ironbrick.com
Endorsement: lparker@mythics.com
Exclude from Portfolio Insight: No
Folders: All Companies

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	80	Pays on time
Delinquency Score	75	Low to Moderate Risk of severe payment delinquency.
Failure Score	69	Low to Moderate Risk of severe financial stress.
D&B Viability Rating	4 5 B I	View More Details
Bankruptcy Found	N	
D&B Rating	--	Undetermined.

COMPANY PROFILE

D-U-N-S
78-386-2217

Mailing Address
UNITED STATES

Employees
30

Legal Form
Unknown

Telephone
+1 703 288 3874

Age (Year Started)
19 Years (2006)

History Record
Clear

Website
www.ironbrick.com

Named Principal
Kevin P Murphy , CEO

Date Incorporated
04/21/2006

Present Control Succeeded
2006

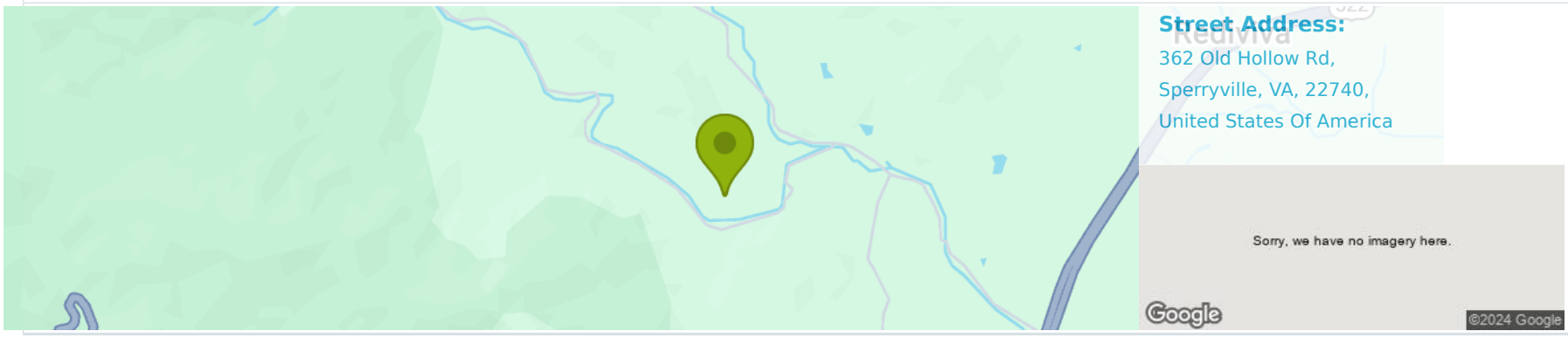
Line of Business
Mfg electronic computers

State of Incorporation
VIRGINIA

SIC
3571

Ownership
Not publicly traded

NAICS
334111



OVERALL BUSINESS RISK

Dun & Bradstreet thinks...

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW
			LOW-MODERATE	

Overall assessment of this organization over the next 12 months:	**Stable Condition**
Based on the predicted risk of business discontinuation:	**Likelihood Of Continued Operations**
Based on the predicted risk of severely delinquent payments:	**Low Potential For Severely Delinquent Payments**

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

70,000 (USD)

The recommended limit is based on a moderately low probability of severe delinquency.

FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level

LOW-MODERATE

Probability of failure over the next 12 months

0.14 %

69

High Risk (1) Low Risk (100)

Past 12 Months

Low Risk

High Risk

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

3.22 %

75

High Risk (1) Low Risk (100)

Past 12 Months

Low Risk

High Risk

VIABILITY RATING SUMMARY

Viability Score

4

High Risk (9) — Low Risk (1)

Data Depth Indicator

B

Descriptive (G) — Predictive (A)

Portfolio Comparison

5

High Risk (9) — Low Risk (1)

Financial Data	Unavailable
Trade Payments	Available: 3+Trade
Company Size	Medium: Employees: 10-49 or Sales: $100K-$499K
Years in Business	Established

D&B PAYDEX®

80

High Risk (1) — Low Risk (100)

0 pays on time

Past 24 Months

Low Risk

High Risk

D&B PAYDEX - 3 MONTHS

UNDETERMINED

PAYDEX® TREND CHART

SBRI ORIGINATION

No SBRI Origination Score data is currently available.

D&B SBFE SCORE

No D&B SBFE Score data is currently available.

D&B RATING

Special Rating

-- : Undetermined

Current Rating as of 04/19/2021

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	8	07/25/2024

DETAILED TRADE RISK INSIGHT™

3 Months

From to

High Risk (120+) Low Risk (0)

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET

Balance Sheet [1]	Amount [2]	Last 2 Years
Total Current Assets	16,238,851 (USD)	
Total Assets	16,348,980 (USD)	
Total Current Liabilities	12,898,155 (USD)	
Working Capital/Net Current Assets	3,340,696 (USD)	

1. Fiscal 12/31/2017
2. (In Single Units)

Source: D&B

TRADE PAYMENTS

Highest Past Due:

0

Highest Now Owing	Total Trade Experiences	Largest High Credit
0	3	90,000

FINANCIAL OVERVIEW - PROFIT AND LOSS

No Data Available

OWNERSHIP

Subsidiaries	Branches	Total Members
-	1	2

This company is a Global Ultimate, Domestic Ultimate, Headquarters.

	Global Ultimate	Domestic Ultimate
Name	Iron Brick Associates, LLC	Iron Brick Associates, LLC
Country	United States	United States
D-U-N-S	78-386-2217	78-386-2217
Others	-	-

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

Key Business Ratios	Business Ratio
Sales to Net Working Capital	22.4
Quick Ratio	1.2
Current Ratio	1.3
Current Liabilities / Net Worth	373.8

Source: D&B

ALERTS

There are no alerts for this D-U-N-S Number.

NEWS

No Data Available

NOTES

Add Note

No notes is available for this D-U-N-S Number.

COUNTRY/REGIONAL INSIGHT

United States Of America

The US Federal Reserve lowered interest rates by 50bps at its September meeting, with market participants expecting another rate cut at its next meeting scheduled for early November.

Risk Category

LOW

High Risk — Low Risk

Available Reports

Country Insight Report (CIR)

Current Publication Date: 10/14/2024

Country Insight Snapshot (CIS)

Current Publication Date: 10/14/2024

STOCK PERFORMANCE

No stock performance data is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Financials - D&B

Currency: All figures in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency: All figures in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Your Information

Currency: All figures in USD unless otherwise statedCurrency: All figures in USD unless otherwise stated

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number

Endorsement/Billing Reference *

lparker@mythics.com

Sales Representatives

Credit Limit

Total Outstanding

Your Information Currency

US Dollar (USD)

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EXCEPTIONS

Exhibit A
Response of National Cooperative Contract
Exceptions:

1.2 Marketing, Sales and Administrative Support

~~Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform~~.

While we are confident that the contract will be successful and an attractive platform for Participating Public Agencies, Iron Brick takes exception to the Administrative Fee paragraph. Iron Brick does not guarantee minimum sales, we agree to pay administration fees based on actual sales against the Master Agreement.

Section III. Instructions to Suppliers, RFP Page 8
Proposed Changes:

Additional Agreements. If a supplier requires an additional agreement, a copy of the proposed agreement must be ~~included with the proposal~~ referenced within the proposal.

Rationale: Iron Brick is offering many manufacturers. We propose to allow for the current version of the referenced additional agreements to be the one used for individual procurement opportunities on a case-by-case basis, since manufacturer license agreements, service agreements, SLAs, warranty statements, etc., will be updated from time to time and the updated versions may include changes that benefit the end customer. Iron Brick is also contractually obligated to ensure all customers acquiring the manufacturer's products and services are subject to a valid agreement. Furthermore, this language shall be interpreted as having the Additional Agreements deemed to be Manufacturer Terms and Conditions.

Section IV. Region 14 – Terms and Conditions, RFP Page 10
Proposed Changes:

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense; provided that for purposes of this section "materially inconsistent" shall mean pricing errors are found in more than seven percent (7%) of orders. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm, which shall required to execute a Non-Disclosure Agreement with supplier. In the event of an audit, the requested materials shall be provided in the format and at the time and at the location mutually agreed upon ~~designated~~ by Region 14 ESC and supplier.

Rationale: Iron Brick proposes these changes in order to clarify what is material, as well as to protect sensitive information.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract; provided that with respect to the later execution of the contract the applicable indemnification and limitation of liability provisions in the Manufacturer Terms and Conditions would apply and control.

Rationale: Iron Brick proposes this change because all indemnification and limitation of liability provisions for the items provided under the contract will be in accordance with the applicable Manufacturer Terms and Conditions.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ~~ten (10)~~ thirty (30) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Rationale: Iron Brick proposes this change due to being contractually obligated to ensure product and services offered in delivery are subject to the applicable manufacturer's terms and conditions.

Termination. Notwithstanding the following subsection, for purposes of clarification, the termination provisions of the Manufacturer Terms and Conditions shall control with respect to termination rights

regarding the delivery of items under this contract, including, but not limited to any right to reimbursement. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Rationale: Iron Brick proposes this addition to the beginning of this section because Iron Brick is contractually obligated by the applicable manufacturer to ensure all customers acquiring the manufacturer's products and services are subject to the manufacturer's applicable terms and conditions, including, but not limited to termination rights. Moreover, Iron Brick is only able to comply with provisions concerning the use if the products and services to the extent that the applicable manufacturer will comply as set forth in the applicable manufacturer's terms and conditions.

Order of Precedence. In the event of a conflict in the provisions of the contract as accepted by Region 14 ESC, the following order of precedence shall prevail:

i) This contract, except the "Manufacturer Terms and Conditions" (as defined hereinafter) shall prevail where there is a conflict.
"Manufacturer Terms and Condition" means the specific, applicable manufacturer terms and conditions, including, but not limited to license agreements, service agreements, SLAs, warranty statements, etc., which are current as of the date of the supplier's proposal but are subject to change. The then-current version of the applicable Manufacturer Terms and Conditions shall apply at the time of purchase and will be provided to Region 14 ESC or the applicable Participating Public Agency.

Rationale: Iron Brick proposes these changes because Iron Brick is contractually obligated by the applicable manufacturer to ensure all customers acquiring the manufacturer's products and services are subject to the manufacturer's applicable terms and condition. Additionally, Iron Brick is only able to comply with provisions concerning the products and services to the extent that the applicable manufacturer will comply as set forth in the applicable manufacturer's terms and conditions.