



Euna Solutions, Inc. response to:

**Office of the Chief Procurement Officer
Request for Proposal (RFP) No. 25-S940
for Software and SaaS Solutions**

Section 1 – Signature Form

Date: June 19, 2025

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**.

Euna Solutions, Inc.

Company Name

1155 Perimeter Center W, Unit 500

Address

Sandy Springs

City

Georgia

State

30338

Zip

1-844-226-3862

Telephone Number

N/A

Fax Number

info@eunasolutions.com

Email Address

Jas Saraw

Printed Name

Chief Sales Officer

Position



[Jas Saraw \(Jun 18, 2025 13:58 EDT\)](#)

Authorized Signature

Appendix B – OMNIA Partners Exhibits

Exhibit B Administration Agreement

As per RFP stipulations:

“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.”

Euna Solutions is prepared to sign and execute Appendix B, Exhibit B prior to successful award as a supplier under the OMNIA contract.

Euna presents the following list of exceptions:

Exceptions to OMNIA Partners RFP Number: #RFP 25-S940 – Software and SaaS Solutions

Euna respectfully requests your consideration of the following exceptions or changes to terms and conditions as detailed in the OMNIA Partners RFP Number: #RFP 25-S940 – Software and SaaS Solutions.

Euna's End User License Agreement ("EULA") is available online at <https://eunasolutions.com/eula/>. Since this Agreement will ultimately involve software-as-a-service, we will need to include the EULA as an exhibit to the Agreement so that the license terms are included and can be flowed-down to the Participating Public Entity.

RFP Reference	Change Requested	Justification
IV. Region 14 Terms and Conditions, Section 1. Assignment, pg. 8	<p>Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.</p> <p><u>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 Region 14 ESC of any of its obligations under this Agreement. Notwithstanding the foregoing, Supplier 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 Supplier's assets without Region 14 ESC's consent.</u></p>	<p>We are owned by private equity based in the USA. We may need to assign due to a change of control during an asset sale. We could provide notice, but should not need consent so long as the change of control involves another USA legal entity.</p>
IV. Region 14 Terms and Conditions, Section 7. Indemnity, pg. 9	<p>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</p>	<p>We are open to negotiating a broader indemnify for negligence and violation of law, but this must be limited to 3rd party claims.</p>

RFP Reference	Change Requested	Justification
	<p>solicitation and the later execution of the contract.</p> <p><u>Supplier shall indemnify, defend, and hold harmless Region 14 ESC and its agents, officers, directors and employees ("Region 14 ESC Parties") from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("Losses") incurred by Region 14 ESC Parties resulting from any third-party claim, suit, action or proceeding ("Third Party Claim") that the SaaS, Software or Hardware, or any use of the SaaS, Software or Hardware in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or for any Third Party Claim based on Supplier's gross negligence or willful misconduct.</u></p>	
<p>IV. Region 14 Terms and Conditions, Section 19. Termination, pg. 10</p>	<p>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.</p>	<p>We provide long-term pricing and amortize the cost of the software along with support and maintenance over the term of the contract. If there is a term for convenience, we need to recover the software license cost. Therefore, our EULA must flow-down to the Participating Public Agency, where our SaaS Recovery Fee shall apply if contract is terminated for convenience.</p>



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Section 3 – Ability to Perform

Date: June 19, 2025

Supplier Response

Company

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

EUNA RESPONSE

Established in 2018, Euna Solutions or simply “Euna” (formerly GTY Technology) brought together best-in-class SaaS companies that delivered purpose-built solutions with a mission to streamline public sector workflow. These technology companies have had proven and repeated success with customers for decades – some as long as 27 years (see founding years of these companies below). Collectively the companies brought together to make what is today Euna offered solutions to support the following areas within public sector:

- Procurement (Bonfire, est. 2012, EqualLevel, est. 2010, Ion Wave Technologies, est. 2002, and DemandStar, est. 1999)
- Payments (CityBase, est. 2013)
- Grants Management (eCivis, est. 2000 and AmpliFund est. 2008)
- Budgeting (Questica, est. 1998 and Sherpa Government Solutions, est. 2014)
- Special Education (SpedTrack, est. 2002)




In May 2023, Euna undertook a corporate-wide rebranding from GTY Technology and embarked upon an organizational transformation to merge nine independent companies into one, bringing together best-in-class technologies to support public sector finance administrators with their day-to-day workflows. With this rebrand initiative, Euna refreshed its corporate values with feedback and input from the greater employee base to ferment the way in which the team would move forward together to achieve goals:

- We Are One – We maintain a team-first attitude, striving for a culture of unity, learning, and shared success.
- We Drive Results – We are driven to get things done and to do them well, the first time. We set clear goals, remain focused on the desired outcomes, and take the initiative when it comes to problem-solving and decision-making.
- We Are Growth Oriented – We're always looking forward, continuously improving. That means embracing diverse perspectives, engaging in continued learning, and making smart spending decisions.

In 2024, Euna continued to expand its robust procurement offering with the acquisition of EqualLevel, now called Euna Marketplace. Euna’s budget solution continued iteration with the enhancement of Budget Book Studio and the launch of Strategic Budgeting. Euna Payments expanded its Cashiering solution with PayLinks, and Euna Grants is leveraging the expertise of partners to explore opportunities to include AI.

In 2025, Euna acquired AmpliFund to strengthen its commitment to delivering best-in-class SaaS solutions for public sector grants management. By bringing AmpliFund into the Euna portfolio, we’ve improved our Grants offering’s security, scalability, and configurability while broadening our deep expertise in grant lifecycle management.

Today Euna is a trusted partner to more than 3,400 government and public sector organizations across North America, empowering digital transformation and streamlining business processes through a relationship-centered, service-focused approach. Furthermore, the team has expanded to more than 500 passionate employees all dedicated to building trust and enabling transparency in communities. Euna’s efforts were recognized and celebrated with a 2024 GovTech 100, a 2023 Stevie Award for Great Employers, and a 2023 Big Stratus Award for Cloud Computing, all further solidifying our company’s sincere commitment to excellence.

500+	20+ years	3,400+			
TEAM MEMBERS	SERVING PUBLIC AGENCIES	COMMUNITIES SERVED	AWARD WINNING		

Through the commitment of Euna’s employees, the company reached new milestones in 2023: Euna’s budget solutions managed over \$400B in public funds; Euna's grants systems delivered over \$25B in funding to local governments and NGOs; and Euna’s procurement solutions supported over \$28B in projects, while our payments and special education tools help millions of residents every year. Euna welcomed more than 350 new customers in 2024, underscoring the trust and reliability Euna has built within the public sector.

Total number and location of salespersons employed by Supplier.

EUNA RESPONSE

Euna employs approximately 100 sales professionals across the United States and Canada, enabling strong coverage of public sector organizations at both regional and national levels. Our sales team is strategically distributed to ensure local market expertise while aligning with our broader go-to-market strategy. This structure supports both proactive outreach and responsive service delivery, tailored to the unique needs of municipal, county, and state agencies.

As of the latest organizational disclosures:

- Euna Solutions employs nearly 500 total personnel, which includes sales, product, implementation, and support roles .
- The sales team is structured to support regional coverage and is complemented by dedicated solution experts across Euna's product lines, including Budget, Grants, Procurement, Payments, and Special Education.
- Euna’s headquarters is in Atlanta, Georgia with additional personnel operating in key markets throughout Chicago, Texas, California, New York, Florida, Washington, and Ontario (Canada).

This distributed approach ensures local presence and responsiveness for our clients, enabling tailored engagement and ongoing consultative support throughout the customer lifecycle.

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

EUNA RESPONSE

Euna operates a centralized support model to provide responsive, expert assistance to its public sector clients across North America. While Euna's solutions are SaaS-based and do not require onsite technical support infrastructure, our support capabilities are delivered through a combination of:

- A dedicated support hub located at our corporate headquarters in Atlanta Georgia, where core technical support, customer success, and product teams are based.
- Remote support personnel located across the United States and Canada, strategically placed to align with client needs and time zones.

The corporate office for Euna Solutions is located at:
1155 Perimeter Center W, Atlanta, GA 30338

Annual sales for the three previous fiscal years.

- a. *Submit FEIN and Dunn & Bradstreet report.*

EUNA RESPONSE

FEIN: 99-4080810

Euna is a privately held company and does not provide a Dunn & Bradstreet report. However, please see attached document named "Euna Financials Request Response Letter".

Describe any green or environmental initiatives or policies.

EUNA RESPONSE

Euna is committed to environmental responsibility and actively promotes sustainability through its corporate policies and day-to-day practices. The organization recognizes that the long-term success of its business is intrinsically tied to the health of the planet and the well-being of the communities it serves.

Key Environmental Initiatives Include:

- **Paperless Operations:** Regular use of duplex printing on recycled paper, hosting paperless meetings, and maintaining a paperless payroll system.
- **Sustainable Procurement:** Preference for environmentally responsible suppliers and the use of refilled printer cartridges to reduce waste.
- **Waste Management:** Comprehensive recycling programs for paper, cardboard, glass, tins, plastics, and electronic components; composting food scraps where facilities allow.
- **Energy Efficiency:** Routine power-down of computers, turning off lights when not in use, and purchasing energy-efficient equipment.
- **Green Office Practices:** Use of reusable dishware, minimizing hazardous chemical use, and promoting greener alternatives.
- **Eco-Friendly Commuting:** Encouragement for employees to walk, carpool, or use public transportation where feasible.

Employee Expectations: Employees are expected to contribute to a cleaner environment by following the practices outlined above and reporting concerns related to environmental impact.

These initiatives reflect Euna’s organizational culture of responsibility and its dedication to continuous improvement in environmental performance.

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.

EUNA RESPONSE

Euna is not currently a member of any formal diversity certification programs or alliances. As such, we do not maintain formal partnerships with diversity-certified vendors, nor do we possess third-party diversity certifications at this time.

Inclusion and diversity are, however, fundamental to our culture and to our core values. We are an Equal Opportunity Employer, support diversity, equity, and inclusion for all employees, and prohibit discrimination and harassment of Any Kind.

Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

EUNA RESPONSE

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: _____

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.

EUNA RESPONSE

Euna does not engage subcontractors or affiliates for service delivery under the Master Agreement. All work is performed by Euna's in-house teams.

Describe how supplier differentiates itself from its competitors.

EUNA RESPONSE

Euna brings over 30 years of experience serving public sector clients, with a deep understanding of the operational, compliance, and transparency requirements unique to government, education, and nonprofit organizations.

Key differentiators include:

- **Unified, Purpose-Built Platform:** Euna delivers an end-to-end suite across Budgeting, Procurement, Grants, Payments, and Special Education. Agencies benefit from vendor consolidation and streamlined workflows without compromising on functional depth.
- **Public Sector-First Design:** All solutions are purpose-built for the public sector, aligning with statutory compliance, financial accountability, and community transparency requirements.
- **Proven Implementation Approach:** Euna's collaborative, low-risk implementation model emphasizes co-design with agency staff, targeted training, and workflow optimization, minimizing disruption and accelerating time to value.
- **Scalable and Modular Architecture:** Agencies may start with a single module and expand over time, supporting organizations of all sizes—from small municipalities to large states and higher education systems.
- **Team of Former Practitioners:** Euna's internal teams include former public sector professionals who bring operational expertise and real-world insight to client engagements, backed by responsive support embedded in each product line.

Euna's decades of public sector-specific experience, paired with its modern SaaS architecture and customer-first philosophy, position it as a long-term strategic partner rather than just a software vendor.

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.*

EUNA RESPONSE

(B) Euna Solutions is not owned or operated by anyone who has been convicted of a felony.

Describe any debarment or suspension actions taken against supplier

EUNA RESPONSE

Euna has not been the subject of any debarment or suspension actions.

Distribution, Logistics

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.

EUNA RESPONSE

Euna has become a leading provider of purpose-built, cloud-based solutions that power critical administrative and financial functions for the public sector. Euna offers the following software solutions and related services:

Euna's Solutions



End-to-End Public Sector Budgeting. Euna Budget encompasses two highly configurable budgeting and performance management systems, Euna Budget Professional and Euna Budget Enterprise. Each solution was built to help agencies modernize business processes and enable data-driven budgeting and decision-making while increasing data accuracy, saving time, and improving stakeholder trust. Agencies achieve transparency with stakeholders and their community more effectively than ever with our OpenBook module and create award-winning budget books with Budget Book Studio, and Print Publishing modules.

- **Euna Budget Enterprise** is a comprehensive and highly configurable solution for advanced public sector budgeting. Relied upon by 8 states and 18 cities and counties with budgets over \$1 Billion, Euna Budget Enterprise is tailored for the specific requirements of large governmental jurisdictions. The platform enables industry-leading capabilities in budget formulation and monitoring, performance management, strategic planning, salary and benefit forecasting, and includes robust analytics and reporting. Euna Budget Enterprise is SOC2 Type II compliant.
- **Euna Budget Professional** is a configurable full-cycle budget management solution designed for agencies of any size, making advanced budgeting simple. Relied upon by over 1,000 public institutions, Euna Budget Professional offers the best Operating, Personnel, and Capital Budgeting modules, along with enhancement modules including Strategic Budgeting and Performance Management. Euna Budget Professional is SOC2 Type II compliant.



Smart Sourcing Made Easy. Euna Procurement is the most complete eProcurement solution for the public sector with the largest and fastest growing supplier network. Euna Procurement facilitates smarter spending decisions with confidence that drive better outcomes for organizations and communities. Key features include supplier management, bid management, contract lifecycle

management, reporting and analytics. Euna Procurement enables both RFP-based and marketplace-style purchasing with access to over 800,000 vendors. Euna Procurement is SOC2 Type II compliant and TxRAMP Moderate.

EUNA Payments

Centralized, Integrated, Equitable Revenue Collection. 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. Key features include online and mobile payments, point of sale (POS) systems, and automated payment processing. Euna Payment is SOC2 Type II compliant, TxRAMP Moderate, and PCI-DSS.

EUNA Grants

Drive Funding For Your Communities. Euna Grants (powered by AmpliFund) is the most reliable, trusted, and complete grants management software solution. It is the only grants management solution purpose-built for both grantees and grantors, addressing the unique challenges faced by agencies both receiving and awarding grant funds. Key features include grant research and identification, application management, and post-award management. Euna Grants (powered by AmpliFund) is SOC2 Type II compliant.

EUNA Special Education

Simplifying Special Education Management. Euna Special Education facilitates the entire special education process, from referral through dismissal, with confidence in compliance, staff satisfaction, and student outcomes. Key features include Individualized Education Program (IEP) management, compliance tracking, and case management.

Euna's Services

Euna provides a range of services to ensure successful implementation and ongoing support, including implementation services, training, customer support, and consulting services.

By offering this comprehensive suite of products and services, Euna Solutions empowers OMNIA Partners' participating entities to achieve operational excellence, enhance transparency, and deliver exceptional public services.

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.

EUNA RESPONSE

Euna provides services throughout all 50 states, and U.S. Territories, and Outlying Areas. As a cloud-based software provider, our solutions are accessible to any Participating Agency with internet access and a modern web browser. We do not place geographic restrictions on where our services may be

used. Our national implementation and support teams work remotely and are regionally distributed to ensure responsive, high-quality service to all clients regardless of location

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.

EUNA RESPONSE

Euna Solutions ensures that all Participating Agencies receive Master Agreement pricing through a direct sales engagement model. As a SaaS provider, Euna does not utilize retail or in-store locations, nor does it work through third-party distributors for product delivery. All sales are handled directly by Euna's internal team to maintain pricing integrity and contract compliance.

Pricing Controls:

Master Agreement pricing is built into Euna's quoting process through Salesforce. Sales representatives are trained to apply contract-aligned pricing tiers, and all quotes are reviewed for compliance prior to issuance.

Contract Alignment:

Each Participating Agency is identified and validated as eligible to use the OMNIA cooperative agreement. The applicable pricing and scope are clearly documented in Statements of Work or purchase documentation.

Verification and Audit:

To support transparency and pricing validation:

- Euna maintains a central record of all OMNIA transactions.
- Participating Agencies can request supporting documentation to confirm adherence to contract terms.
- Euna provides regular reporting to OMNIA Partners, ensuring traceability and audit readiness.

This centralized and direct model safeguards against pricing discrepancies and guarantees that Participating Agencies benefit from the competitively solicited Master Agreement.

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

EUNA RESPONSE

Euna will be the only company involved in the processing, handling, and delivery of its SaaS products and services.

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

EUNA RESPONSE

As a Software-as-a-Service (SaaS) provider, Euna Solutions does not operate any distribution facilities, warehouses, or retail locations. All products and services are delivered electronically and directly by Euna's internal teams.

Marketing and Sales

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.

EUNA RESPONSE

Euna Solutions supports transparency in public procurement and consents to making the majority of its response publicly available on the OMNIA Partners website. However, we request that one specific portion – the sales figures for each individual public agency from the previous fiscal year—be treated as confidential and excluded from public posting. This information contains commercially sensitive data that, if disclosed, could compromise Euna’s competitive positioning and client relationships in ongoing and future procurement processes. We have clearly indicated in our response that this section is to remain confidential and is intended solely for evaluation by OMNIA Partners and the Principal Procurement Agency.

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*

EUNA RESPONSE

Euna Solutions is committed to immediately positioning the OMNIA Partners Master Agreement as our primary go-to-market vehicle for public sector clients. Below is our phased plan to ensure rapid adoption and national alignment.

Days 1–10: Executive Endorsement & Launch

- **Executive Alignment:** Euna’s CEO, CMO, and CSO will announce and endorse the OMNIA agreement internally within the first 3 days.
- **Companywide Kickoff:** Host a live webinar (by Day 7) featuring executive leadership and OMNIA Partners to drive awareness and strategic focus.
- **External Launch:** Issue a press release and add you to our partnership page.

Days 11–60: Sales Enablement & Training

- **Team Training:** Conduct mandatory sessions across the national salesforce with OMNIA and sales leadership participation. Includes breakout workshops and certification.
- **Sales Toolkit:** Distribute decks, battle cards, messaging guides, and CRM tags to support pipeline tracking and sales activation.

Days 61–90: Market Activation

- **Joint Campaigns:** Launch targeted outreach with OMNIA to key public sector segments and coordinate joint prospecting calls.
- **Regional Webinars:** Working in partnership with OMNIA, build a strategic co-marketing plan for webinars that highlight procurement benefits and showcase early adopters if applicable – plan to commence webinars immediately following the 90-day planning stage.
- **Performance Reporting:** Track adoption through CRM, share performance metrics with OMNIA Partners as necessary.
- **Training Development:** Create a robust curriculum covering contract use, value propositions, FAQs, and positioning.

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:

- Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform*
- Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications*
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days*
- Design, publication and distribution of co-branded marketing materials within first 90 days*
- 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*
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)*
- Dedicated OMNIA Partners page 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;*
 - *A dedicated toll-free number and email address for OMNIA Partners*

EUNA RESPONSE

Euna Solutions will execute a coordinated, multi-channel strategy to immediately and effectively promote the Master Agreement to our existing customers, OMNIA Participating Public Agencies, and new prospects across the U.S.

Days 1–45: Launch Preparation & Immediate Visibility

- **OMNIA Platform Submission:** Within the first 5 days, Euna will provide OMNIA Partners with:
 - Approved logo, brand-aligned descriptive content, and targeted SEO keywords for their website and eCommerce platform.
- **Press Release Development:**
 - Draft and approve a co-branded press release announcing the contract award with support from OMNIA team (i.e., providing a spokesperson quote).
 - Publish release on the wire and to targeted procurement publication. Share on Euna’s LinkedIn social channel.

Days 45–90: Outreach, Events & Promotion

- **Digital Presence & Co-Branded Content**
 - Add OMNIA Partners to the partners page on Euna’s website, which would include logo and link to the OMNIA website for contract details. A dedicated OMNIA partner landing page can be set up as well.
- **Co-Branded Collateral:**
 - Create and distribute downloadable sales sheets, presentations, and/or overview documents tailored by segment. Push content via email to customers and agency databases.
- **Event Engagement:**
 - Confirm participation with OMNIA at key upcoming national and regional conferences (e.g., NIGP Annual Forum, NPI, regional summits).
 - Explore co-sponsored activities throughout various tradeshows to effectively market the OMNIA + Euna Partnership.
- **Targeted Outreach:**
 - Execute an email campaign to current and prospective public sector clients emphasizing the benefits of the Master Agreement.
 - Provide sales reps with agency-ready decks and pre-scripted outreach messages.

Ongoing Promotional Activities:

- **Events & Presentations**
 - Consistent attendance at key procurement conferences, both regionally and nationally

- Presentation of the OMNIA Master Agreement as part of our standard sales presentations.
- **Content & Digital**
 - Blog content created around the importance of leveraging cooperatives to purchase goods and services.
 - Ongoing case studies that include the mention of the master agreement when applicable

Euna's marketing plan ensures both immediate visibility and long-term momentum for the Master Agreement. Through strategic content, targeted campaigns, and consistent engagement at numerous tradeshows, we will maximize public agency awareness, adoption, and satisfaction.

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.

EUNA RESPONSE

Euna will work proactively with current public sector clients to transition eligible accounts to the OMNIA Partners Master Agreement where it is advantageous and permissible under local procurement policies. This transition process includes:

- **Contract Review and Eligibility Assessment:** Euna's contracts team will review each participating agency's current agreement to determine alignment with OMNIA terms and validate eligibility.
- **Agency Communication and Documentation:** Euna's account executives will engage directly with existing clients to explain the benefits of using OMNIA, including procurement efficiency, standardized pricing, and expanded access to Euna's full product portfolio.
- **Contract Migration:** For agencies electing to switch to OMNIA, Euna will initiate contract amendments or replacement agreements in compliance with local procurement regulations and timelines.

This approach ensures a seamless transition that preserves service continuity and compliance while offering agencies a competitively sourced, nationally recognized cooperative vehicle.

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

EUNA RESPONSE

Euna agrees to provide its logo(s) to OMNIA Partners and grants permission for their use in OMNIA's marketing communications and promotional materials. Euna also acknowledges that the use of the OMNIA Partners logo in any Euna marketing content will require prior permission from OMNIA Partners for reproduction.

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*

EUNA RESPONSE

Euna will actively promote its products and services to Public Agencies nationwide under the OMNIA Partners Master Agreement and will promptly follow up on all OMNIA-generated leads.

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*

EUNA RESPONSE

Euna confirms it will train its national sales force on the OMNIA Partners Master Agreement, including its key features, the solicitation process, eligible Public Agencies, and the benefits of cooperative contracts.

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*

EUNA RESPONSE

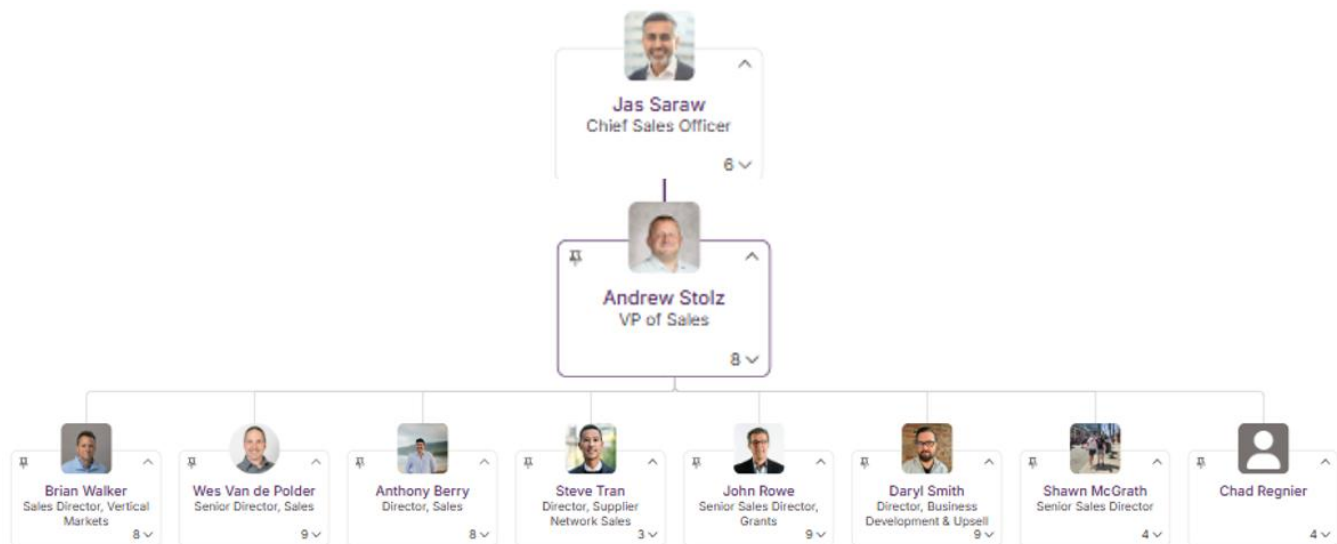
Role	Name	Title	Email	Phone Number
Executive Support	Jas Saraw	Chief Sales Officer	Jas.Saraw@eunasolutions.com	(844) 226-3862 ext. 201
Marketing	Ryan Stober	Director, Product Marketing	Ryan.Stober@eunasolutions.com	(844) 226-3862

Role	Name	Title	Email	Phone Number
Sales	Nikki Keeter	Partner Success Manager	nikki.keeter@eunasolutions.com	(844) 226-3862
Sales Support	Lynn Leano	Senior Director, Alliances	lynn.leano@eunasolutions.com	(844) 226-3862 ext. 236
Financial Reporting	Justin Kerr	VP, Accounting & Controller	justin.kerr@eunasolutions.com	(844) 226-3862 ext. 304
Accounts Payable	Naomi Khan	Senior Manager, Accounting	naomi.khan@eunasolutions.com	(844) 226-3862 ext. 305
Contracts	Nikki Keeter	Partner Success Manager	nikki.keeter@eunasolutions.com	(844) 226-3862

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.

EUNA RESPONSE

Name	Title	Email	Phone Number
Jas Saraw	Chief Sales Officer	Jas.Saraw@eunasolutions.com	(844) 226-3862 ext. 201



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

EUNA RESPONSE

Euna will work closely with OMNIA Partners to implement, grow, and support the national program. Upon award, Euna will align its sales teams through joint onboarding, training, and integration of OMNIA contract details into internal systems.

Euna's regional sales teams will collaborate with OMNIA representatives on outreach, marketing campaigns, and participation in events to drive adoption. Leads generated by OMNIA will receive prompt follow-up, and Euna will provide regular performance updates and coordinate on shared growth strategies.

This partnership-focused approach ensures strong execution and ongoing value for Participating Agencies.

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.

EUNA RESPONSE

Euna will manage the OMNIA Partners national program through a coordinated, cross-functional strategy led by a dedicated program owner within our sales or partner operations team. This individual will serve as the primary point of contact for OMNIA and will oversee all aspects of contract execution and performance throughout the term of the Master Agreement.

Marketing and Sales Coordination:

Euna's marketing and sales operations teams will collaborate with OMNIA to align campaign strategies, co-branded collateral, and outreach activities. We will support national promotions, attend OMNIA-sponsored events, and ensure that sales enablement materials are continuously updated to reflect the latest contract benefits.

Participating Agency Account Onboarding:

New agency accounts will be onboarded promptly through a structured intake process. This includes verifying eligibility, confirming pricing under the OMNIA contract, issuing quotes or Statements of Work, and coordinating implementation timelines through our customer success team.

Contract Administration:

Our contracts team will ensure the timely execution of all required documents, compliance with OMNIA's reporting obligations, and alignment with cooperative procurement guidelines. Euna will provide periodic reporting, renewal tracking, and support any required audits or documentation requests from OMNIA or Participating Agencies.

By integrating program oversight, contract compliance, and proactive sales support, Euna will ensure high performance and long-term value across the life of the Master Agreement.

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.

EUNA RESPONSE

Euna Solutions generates approximately \$25 million to \$35 million annually in new and expanded business with public sector agencies. Our client base includes over 3,400+ government, education, and nonprofit organizations across North America, supported by solutions in procurement, budgeting, grants, payments, and special education. Below is our 10 top public agency customers with key contacts.

Entity	ARR	Key Contact	Email
Delaware Office of Management and Budget	\$472,625	Ian Roberts	ian.roberts@eunasolutions.com
Utah Department of Government Operations	\$470,000	Ian Roberts	ian.roberts@eunasolutions.com
State of Tennessee	\$461,561	Stefan Burden	stefan.burden@eunasolutions.com
City of San Diego	\$408,072	Stefan Burden	stefan.burden@eunasolutions.com
City of San Antonio	\$321,656	Stefan Burden	stefan.burden@eunasolutions.com
South Florida Water Management District	\$315,176	Laura Dickey	laura.dickey@eunasolutions.com
County of Santa Barbara	\$301,058	Stefan Burden	stefan.burden@eunasolutions.com
Wake County	\$217,545	Stefan Burden	stefan.burden@eunasolutions.com
Sutter County	\$213,720	Stefan Burden	stefan.burden@eunasolutions.com
State of Delaware	\$192,760	Stefan Burden	stefan.burden@eunasolutions.com

Please note that the information provided above is confidential and intended solely for evaluation purposes as part of this solicitation.

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.

EUNA RESPONSE

Euna Solutions utilizes a fully digital, integrated system for end-to-end order management—from quote generation through receipt of payment. These processes are managed through a combination of secure, enterprise-grade platforms that ensure efficiency, traceability, and contract compliance.

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”). 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.

EUNA RESPONSE

Euna Solutions exclusively serves SLED, tribal, and nonprofit agencies with a robust portfolio of public sector software. While we are fully committed to promoting the OMNIA Partners Master Agreement nationwide, we cannot guarantee a specific level of Contract Sales, as usage is determined by each

Participating Agency. Nonetheless, Euna will actively support adoption and maximize the contract's visibility and value.

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.

EUNA RESPONSE

Euna Solutions' Strategies for Responding to Public Agency Solicitations under the OMNIA Master Agreement

Euna Solutions is committed to supporting the OMNIA Partners cooperative purchasing model and maximizing its value for participating Public Agencies. Our strategy when responding to solicitations for products or services covered under the Master Agreement is aligned with OMNIA's framework and designed to ensure transparency, competitiveness, and compliance. We approach each scenario as follows:

1. Responding with Master Agreement Pricing

Whenever possible, Euna Solutions responds using the pricing established under the OMNIA Master Agreement. This approach ensures that Public Agencies benefit from pre-negotiated, not-to-exceed pricing and expedites procurement through the cooperative purchasing model. All such sales are reported to OMNIA Partners.

2. Offering Lower Pricing Due to Competitive Conditions

In situations where competitive market conditions require a lower price to remain viable or where the Agency requests a best-and-final offer, Euna Solutions will respond with pricing below the not-to-exceed pricing listed in the Master Agreement. This approach allows Euna to remain competitive while honoring the intent of the cooperative contract.

3. Responding with Higher Pricing if the Agency Refuses the Master Agreement

In the rare event that a Public Agency explicitly chooses not to procure through the OMNIA Master Agreement and requires a separate contractual relationship, Euna Solutions may respond with pricing that differs from (and could be higher than) the cooperative agreement terms. In these cases, because the transaction falls outside the scope of the OMNIA agreement, the sales will not be reported as Contract Sales to OMNIA.

4. Providing Alternative or Multiple Proposals

When allowed by the issuing Agency, Euna Solutions may submit multiple proposals. In such cases, we will clearly indicate which proposal utilizes OMNIA Master Agreement pricing and terms, ensuring agencies are fully informed of the cooperative purchasing

option. Alternative proposals, if submitted, will be tailored to the specific solicitation while maintaining compliance with procurement rules and transparency.

Overall, Euna Solutions prioritizes the use of the OMNIA Master Agreement wherever applicable to streamline purchasing and deliver consistent value to Public Agencies, while remaining flexible and responsive to competitive or regulatory conditions.

Exhibit B – Administration Agreement Exceptions

Please refer to the document titled 'OMNIA RFP 25-S940 Exceptions' for our exceptions to the Administrative Agreement Exceptions.

Clarifying Questions

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

EUNA RESPONSE

Euna Solutions offers a direct ordering model supported by our internal sales organization. Participating Public Agencies can initiate the procurement process through the following methods:

- Direct Contact with Sales Team: Orders are initiated by engaging Euna’s sales representatives, who provide contract-aligned quotes and Statements of Work.
- Email Orders: Agencies may submit purchase orders or request documentation via a dedicated contracts or sales inbox.
- Contract Portal Access: Participating Agencies can reference Euna’s OMNIA Partners contract documentation, pricing, and contact information through the OMNIA Partners website or Euna’s dedicated cooperative contract page.

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

EUNA RESPONSE

Euna is a SaaS provider and does not ship physical products. All services are delivered electronically, with implementation timelines managed collaboratively. Euna consistently meets project delivery schedules and maintains a strong record of on-time performance.

6. Describe how supplier responds to emergency orders.

EUNA RESPONSE

As a SaaS provider, Euna Solutions does not fulfill physical orders.

7. What is supplier’s average Fill Rate?

EUNA RESPONSE

As a SaaS provider, Euna Solutions does not manage inventory or physical shipments; therefore, traditional fill rate metrics do not apply.

8. Describe supplier’s return and restocking policy.

EUNA RESPONSE

As a SaaS provider, Euna Solutions does not sell physical goods and therefore does not have a return or restocking policy. All services are governed by contract terms and Statements of Work, which outline any applicable cancellation, modification, or refund provisions on a case-by-case basis.

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.

EUNA RESPONSE

Please refer to Euna’s End User Licensing Agreement (EULA) for complete details on all warranties: [End User License Agreement - Euna Solutions](#).

For hardware (parts/equipment/materials), which applies only to Euna Payments, it works as follows: If we start a new engagement with a customer and that engagement includes hardware (i.e., kiosks, cashiering equipment), we price the hardware as a service and invoice for the first year's subscription upon contract signature. As part of the service agreement, in the unlikely event that anything happens to the hardware that requires fixing or replacing, we do so at no extra cost to the customer since this precaution is baked into the service agreement. There are no additional warranties.

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

EUNA RESPONSE

As a SaaS provider, Euna Solutions does not offer traditional hardware-based extended warranties or maintenance programs. Instead, all service level expectations, maintenance commitments, and support response times are defined in our Service Level Agreement (SLA). The SLA outlines system uptime guarantees, support availability, issue resolution timelines, and scheduled maintenance windows.

Euna’s full SLA can be reviewed at: <https://eunasolutions.com/sla>.

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.

EUNA RESPONSE

Euna Solutions is committed to providing timely and accurate technical and sales support, with all customer inquiries responded to within one (1) business day—often much sooner.

Support is available Monday through Friday, 8:00 AM to 8:00 PM ET, with 24/7 emergency support for critical issues. Clients can contact Euna via email, phone, or product-specific support portals. Each support request is logged and triaged by severity to ensure appropriate escalation and prompt resolution.

All service levels, response times, and escalation procedures are outlined in Euna Solutions’ Service Level Agreement (SLA), available at eunasolutions.com/sla, providing full transparency and accountability in our customer service operations.

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

EUNA RESPONSE

Euna Solutions follows a structured and collaborative approach to implementing contracts and onboarding new Participating Agencies under the OMNIA Partners Master Agreement. Our transition plan includes the following key phases:

1. **Kickoff and Planning:**

Upon contract execution, a dedicated implementation team is assigned, including a Project Manager and Customer Success Manager. A kickoff meeting is conducted to align expectations, scope, timelines, and communication protocols.

2. **Agency Onboarding:**

Euna validates the agency’s eligibility under the cooperative agreement, configures the project in internal systems, and establishes contract-aligned pricing. All onboarding documentation – including Statements of Work and project plans – is customized and delivered promptly.

3. **Implementation:**

Our SaaS solutions are configured to meet the specific needs of each agency. Implementation includes requirements gathering, configuration, testing, training, and go-live planning. Each stage is managed using a defined methodology to ensure successful delivery.

4. **Post-Launch Support:**

After go-live, the agency is transitioned to our Customer Success team for ongoing relationship management, technical support, and system optimization. Feedback is continuously collected to enhance user satisfaction and long-term success.

This approach ensures a seamless and timely transition for each Participating Agency, backed by dedicated resources, transparent project management, and a proven implementation framework.

13. Describe the financial condition of supplier.

EUNA RESPONSE

Euna Solutions is in strong financial condition. The company maintains healthy operating performance, consistent revenue growth, and continued investment in product innovation and customer success. Euna’s financial stability enables it to support long-term partnerships with Public Agencies and fulfill all obligations under the Master Agreement.

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.

EUNA RESPONSE

Public Agencies can learn more about Euna Solutions by visiting: <https://eunasolutions.com>.

Euna’s website is designed for ease of use and provides comprehensive information about our full suite of purpose-built public sector solutions, including procurement, budgeting, payments, grants, and Special Education.

Because each solution – such as Euna Procure, Euna Budget, Euna Grants, Euna Payments, and Euna Special Ed – has distinct workflows, platforms, and user experiences, ordering, reporting, and support information are provided separately within their respective product pages.

15. Describe the supplier’s safety record.

EUNA RESPONSE

As a SaaS provider, Euna Solutions does not engage in manufacturing, warehousing, or field service activities that typically require occupational safety tracking.

16. Describe technology used to support the contract.

EUNA RESPONSE

Euna Solutions leverages secure, enterprise-grade cloud infrastructure and integrated business systems to support the full lifecycle of the OMNIA Partners Master Agreement. Key technologies include:

- **Salesforce:** Used to manage contract-specific pricing, quoting, and agency engagement. Ensures accurate tracking of OMNIA-related opportunities and compliance with cooperative terms.
- **NetSuite:** Our financial system for invoicing, payment processing, and revenue reporting aligned with contract requirements.
- **DocuSign:** Enables fast, secure electronic signature for agreements, Statements of Work, and contract documentation.
- **Microsoft Teams and SharePoint:** Support internal collaboration, knowledge sharing, and real-time coordination between sales, legal, and support teams.

All systems are cloud-based, and integrated to ensure data consistency, auditability, and transparency throughout the execution and management of the contract. This ensures seamless support for Public Agencies and full alignment with the OMNIA Partners framework.

Appendix B – Exhibit F and G

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. § 200.327, 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 JS
Jas Saraw Initials of Authorized Representative of offeror

(B) 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.

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 JS
Jas Saraw 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 JS
Jas Saraw 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  _____ 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  _____ 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  _____ 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  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  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  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 JS 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 JS 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 PROCUREMENT OF ROLLING STOCK**

NOT APPLICABLE

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 Non-Compliance 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**

NOT APPLICABLE

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 _____ Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

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  _____ 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  _____ 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  Initials of Authorized Representative of offeror

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:

Euna Solutions _____

Address, City, State, and Zip Code:

1155 Perimeter Center W, Unit 500 Sandy Springs GA 30338 _____

Phone Number: 844-226-3862 _____ Fax Number: N/A _____

Printed Name and Title of Authorized Representative:

Jas Saraw _____

Email Address:

jas.saraw@eunasolutions.com _____

Signature of Authorized Representative:  Date: June 18, 2025 _____

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 Socioeconomic 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, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams 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 37 C.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 auditservices.
 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 and2 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, Euna Solutions, Inc., 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.


Jas Saraw (Jun 19, 2025 11:02 EDT)

Signature of Contractor's Authorized Official

Jas Saraw, Chief Sales Officer

Name and Title of Contractor's Authorized Official

June 19, 2025

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. The contractor shall include this provision in any subcontracts".

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 be 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 be 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: Euna Solutions, Inc. _____

Address, City, State, and Zip Code: 1155 Perimeter Center W, Unit 500, Sandy Springs, Georgia, 30338

Phone Number: 1-844-226-3862 _____ Fax Number: N/A _____

Printed Name and Title of Authorized Representative: Jas Saraw, Chief Sales Officer

Email Address: Jas.Saraw@eunasolutions.com

Signature of Authorized Representative:  _____
Jas Saraw (Jun 19, 2025 11:02 EDT)

Date: June 19, 2025

Exhibit G
New Jersey Business Compliance

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 statutes. 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: Euna Solutions, Inc.

Organization Address: 1155 Perimeter Center W, Unit 500 Sandy Springs GA 30338

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

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
N/A	

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
N/A	

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):	Jas Saraw	Title:	Chief Sales officer
Signature:	 <small>Jas Saraw (Jun 18, 2025 13:58 EDT)</small>	Date:	June 18, 2025

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

Province of Ontario
City of Oakville _____

ss:

I, Jas Saraw _____ residing in Oakville _____
(name of affiant) (name of municipality)

in the County of _____ and State Province of Ontario _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am Chief Sales Officer _____ of the firm of Euna Solutions, Inc. _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled OMNIA - RFP 25-S940 _____, and that I executed the said proposal with
(title of bid proposal)

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 _____ relies upon the truth of the statements contained in said Proposal

(name of contracting unit)

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 Euna Solutions, Inc. _____.

Subscribed and sworn to

before me this day

Signature

June 19 _____, 2025 _____ Jas Saraw _____
(Type or print name of affiant under signature)

Notary public of ONTARIO

My Commission expires NO EXPIRY DATE



DOLORES D. GARCIA
Notary Public & Commissioner of Oaths
in and for the Province of Ontario
2030 Bristol Cir #210, Oakville, ON L6H 6P5
289-804-1749 notary@canadanotary.ca
No legal advice given. LSO #P10317

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Euna Solutions, Inc.

Street: 1155 Perimeter Center W, Unit 500

City, State, Zip Code: Sandy Springs GA 30338

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.

June 18, 2025

Date


Jas Saraw (Jun 18, 2025 13:58 EDT)

Chief Sales Officer

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 its 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).


Jas Saraw (Jun 18, 2025 13:58 EDT)

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.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Euna Solutions, Inc.

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

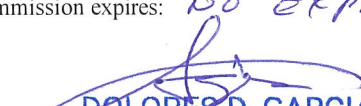

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

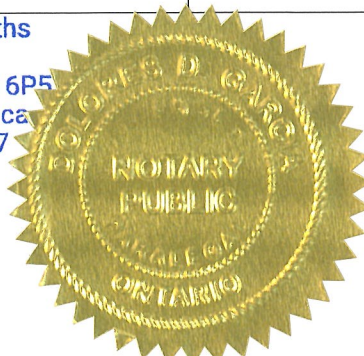
Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 19_ day of June, 2025_. (Notary Public) <u>DOLORES GARCIA</u> My Commission expires: <u>NO EXPIRY DATE</u>  DOLORES D. GARCIA	 (Affiant) <u>Jas Saraw – Chief Sales Officer</u> JAS PAL SARAW (Print name & title of affiant) (Corporate Seal)
---	---

Notary Public & Commissioner of Oaths
in and for the Province of Ontario
2030 Bristol Cir #210, Oakville, ON L6H 6P5
289-804-1749 notary@canadanotary.ca
No legal advice given. LSO #P10317





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: Region 14 Education Service Center on behalf of itself and other government agencies and made available through OMNIA Partners, Public Sector, Inc. RFP 25-S940 - REQUEST FOR PROPOSAL (RFP) FOR Software and SaaS Solutions

VENDOR NAME: Euna Solutions, Inc.

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.

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.

Jas Saraw (Jun 18, 2025 13:58 EDT)
Signature

June 18, 2025
Date

Jas Saraw - Chief Sales Officer
Print Name and Title



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 "Vendorⁱ") 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/.

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.

Five horizontal lines for providing a detailed description of the Vendor's activity.

(Attach Additional Sheets If Necessary.)

Jas Saraw (Jun 18, 2025 13:58 EDT)

Signature of Vendor's Authorized Representative
Jas Saraw - Chief Sales Officer

Print Name and Title of Vendor's Authorized Representative
Euna Solutions, Inc.

Vendor's Name
1155 Perimeter Center W, Unit 500

Vendor's Address (Street Address)
Sandy Springs, GA 30338

Vendor's Address (City/State/Zip Code)

June 18, 2025
Date
99-4080810

Vendor's FEIN
844-226-3862

Vendor's Phone Number
N/A

Vendor's Fax Number
info@eunasolutions.com

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

**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/>

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	EUNA SOLUTIONS, INC.
Trade Name:	
Address:	363 W. ERIE ST FLOOR 7 CHICAGO, IL 60654
Certificate Number:	3051101
Effective Date:	December 02, 2024
Date of Issuance:	February 20, 2025
For Office Use Only:	
	20250220161144801

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: Jas Saraw _____

Title: Chief Sales Officer _____

Signature: 
Jas Saraw (Jun 18, 2025 13:58 EDT)

Date: June 18, 2025 _____



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: Region 14 Education Service Center on behalf of itself and other government agencies and made available through OMNIA Partners, Public Sector, Inc. RFP 25-S940 - REQUEST FOR PROPOSAL (RFP) FOR Software and SaaS Solutions _____

VENDOR NAME: Euna Solutions, Inc. _____

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

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.

Jas Saraw (Jun 18, 2025 13:58 EDT)

Signature

Jas Saraw – Chief Sales Officer

Print Name and Title

June 18, 2025

Date



Euna Solutions, Inc. response to:

**Office of the Chief Procurement Officer
Request for Proposal (RFP) No. 25-S940
for Software and SaaS Solutions**

Section 4 – References and Experience

Date: June 19, 2025

References and Experience

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

EUNA RESPONSE

Established in 2018, Euna Solutions (formerly GTY Technology) brought together best-in-class SaaS companies that delivered purpose-built solutions with a mission to streamline public sector workflow. These technology companies have had proven and repeated success with customers for decades – some as long as 27 years. Collectively the companies were brought together to make what is today Euna offered solutions to support the following areas within public sector: procurement, budget, grants, payments, and special education.

Euna’s corporate office is located at:
1155 Perimeter Center W, Atlanta, GA 30338

2. Describe supplier’s reputation in the marketplace.

EUNA RESPONSE

Euna is a trusted partner to more than 3,400 government and public sector organizations across North America, empowering digital transformation and streamlining business processes through a relationship-centered, service-focused approach. Furthermore, the team has expanded to more than 500 passionate employees all dedicated to building trust and enabling transparency in communities. Euna’s efforts were recognized and celebrated with a 2024 GovTech 100, a 2023 Stevie Award for Great Employers, and a 2023 Big Stratus Award for Cloud Computing, all further solidifying our company’s sincere commitment to excellence.

500+	20+ years	3,400+	
TEAM MEMBERS	SERVING PUBLIC AGENCIES	COMMUNITIES SERVED	AWARD WINNING

Through the commitment of Euna’s employees, the company reached new milestones in 2023: Euna’s budget solutions managed over \$400B in public funds; Euna’s grants systems delivered over \$25B in funding to local governments and NGOs; and Euna’s procurement solutions supported over \$28B in projects, while our payments and special education tools help millions of residents every year. Euna welcomed more than 350 new customers in 2024, underscoring the trust and reliability Euna has built within the public sector.

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

EUNA RESPONSE

Please see the response above

4. Describe the experience and qualification of key employees.

EUNA RESPONSE

Due to Euna’s large portfolio of products and services, we cannot list all personnel managers of projects; however, we have provided a table with key personnel representing core solution areas, each bringing deep experience in their respective domains to ensure successful implementation, client support, and ongoing solution optimization.

Role	Name
OMNIA Administrative Support	Justin Kerr
Sales/Marketing	Ryan Stober
Liaison – Main Contact	Nikki Keeter
Director of Euna Payments	Beth Gavin-Pearson
Director of Euna Budget Enterprise	Chuck Hulem
Senior Director of Professional Services	Jason Brayer
Director of Euna Procurement	Mitchell Dixon
Director of Euna Special Education	Derek Johns

Justin Kerr, VP Accounting & Controller

Justin Kerr is the Vice President of Accounting and Controller at Euna Solutions, where he leads the company's financial operations, ensuring accuracy, compliance, and strategic alignment with organizational goals. With a robust background in financial planning and analysis, Justin has held key roles at Blackline as Senior Manager of FP&A and at Moss Adams as an Assurance Manager. His extensive experience in financial management and auditing has been instrumental in driving fiscal transparency and operational efficiency within the public sector. Justin plays a pivotal role in overseeing the company's accounting functions, implementing best practices, and fostering a culture of financial integrity. His leadership contributes to the organization's mission of empowering public sector agencies through innovative financial solutions.

Ryan Stober, Senior Product Marketing Manager

Ryan is an experienced public sector expert who partners closely with public agencies to understand evolving market trends, identify unmet needs, and translate insights into impactful product direction. Providing insights into Euna Procurement, Budget, Grants, Payments, and Special Education teams, he understands how the public sector optimizes their fiscal resources based on key compliance standards and industry best practices. Ryan is responsible for clearly communicating the collective value our company provides to help support public agencies make a positive impact on their local community.

Nikki Keeter, Partner Success Manager

Nikki manages the operational backbone of Euna's partner ecosystem and is directly responsible for managing and supporting the OMNIA Agreement. She owns the data and reporting related to partner performance, oversees the administration of contract vehicles and partner maps, and manages referral partner relationships to ensure a seamless and scalable partner experience.

Beth Gavin-Pearson, Director of Project Management for Euna Payments

Beth is responsible for leading and developing project schedules and tracking all deliverables for all channels in our Euna Payments platform. She has an extensive background as a project manager, leading the delivery of sustainable change to process improvements and implementation. Throughout her career, she has demonstrated proven success in Fortune 500 companies and privately-owned small businesses. As a project manager, Beth oversees the deployment of Euna Payments technology throughout the engineering, product, operations, and engagement levels. Beth collaborates with all internal teams to share best practices and articulate project enhancements and product gaps to escalate appropriately. Beth has been with Euna since 2020. She is highly committed to all our implementations with a team that fully supports individual projects and implementation with complete commitment to ongoing project deliveries.

Chuck Hulem, Director of Professional Services for Euna Budget Enterprise

Chuck has extensive experience designing, configuring, implementing, and managing public sector budgeting systems. Chuck has led budget system implementation projects for federal, state, and local governments, K-12, and higher education institutions. He possesses in-depth knowledge of operating and capital planning public sector budgeting. Chuck has been involved in over eighty (80) budget system implementations serving in numerous roles including Project Executive, Project Manager, Solution Architect, Quality Assurance Manager, and Senior Subject Matter Expert.

Jason Brayer, Senior Director of Euna Professional Services

Jason has worked with hundreds of Euna Grants clients, guiding them in the adoption of grants management systems (GMS). He has extensive experience with GMS policies, procedures, best practices and exceptional understanding of business, software, project management, organizational abilities and people skills. Jason is responsible for overseeing the Euna Grants teams, identifying primary needs and challenges of future clients during the evaluation phase, developing right fit solutions, and implementing a successful road map to achieve the client's desired outcomes.

Mitchell Dixon, Senior Solutions Engineer for Euna Procurement

Mitchell has worked with hundreds of public procurement teams to help them streamline their procurement processes. As a solutions engineer, Mitchell works with government agencies to act as a bridge between the procurement process and the technical and functional aspects of eProcurement

tools. Mitchell has worked with teams large and small across many industries such as municipalities, education, special districts, and State and Provincial governments.

Derek Johns, Product Director for Euna Special Education

Derek has worked with many Euna Special Education clients, contributing as a project manager and guiding internal teams to deliver impactful solutions. He has extensive experience with product management, business strategy, project management, and organizational leadership. Derek is responsible for overseeing the Euna Special Education team. He owns the product vision and roadmap, working across teams to prioritize what matters most, ensure execution, and deliver meaningful value to clients at every stage.

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

EUNA RESPONSE

Euna Solutions brings over 30 years of dedicated experience delivering software solutions exclusively to the public sector. Our customer base includes more than 3,400 public sector agencies (2,000+ explicitly government agencies) across North America, encompassing municipalities, counties, special districts, school systems, state agencies, and nonprofit organizations.

Euna's product suite – covering procurement, budgeting, payments, grants, and special education – is purpose-built for the unique regulatory, compliance, and operational requirements of government entities. Our teams are staffed with former public sector professionals and subject matter experts who understand agency workflows and constraints.

Euna has successfully executed hundreds of government implementations, supporting customers through funding cycles, audit requirements, and evolving policy mandates. Our long-standing presence, repeat agency engagements, and continued investment in innovation underscore our commitment to public service excellence.

6. Describe any social diversity initiatives.

EUNA RESPONSE

Euna is deeply committed to fostering, cultivating, and preserving a workplace culture rooted in diversity and inclusion. The company embraces the collective strength of its employees' unique backgrounds, differences, experiences, and perspectives.

Euna believes that diversity enhances team performance and fosters innovation, while inclusion ensures that all individuals are treated with dignity and respect and have equal access to opportunities and resources. Every employee is expected to contribute to this culture by upholding these values in their daily interactions.

To ensure continued progress, Euna conducts annual reviews and evaluations of its diversity and inclusion initiatives, using the insights to refine existing practices and develop new programs that align

with its organizational values. This approach ensures that equity, respect, and opportunity remain central to the company's operations and long-term success.

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

EUNA RESPONSE

Euna Solutions has no history of litigation, bankruptcy, reorganization, or state investigations involving the company or its current officers and directors. The organization maintains strong legal and financial standing and adheres to rigorous compliance standards across all operations.

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.

EUNA RESPONSE

City of Indianapolis and Marion County (Euna Payments)

Entity Name: City of Indianapolis and Marion County

Contact Name: Meg Richmond

Title: Application Services Manager, Information Services Agency (ISA)

Phone: (317) 327-8252

Email: meg.richmond@indy.gov

City: Indianapolis

State: IN

Years Served: 10 Years (2015-2025)

Annual Volume: \$650,000 ARR

Description of Services: The City of Indianapolis and Marion County leverage several Euna Payments services across their enterprise, including Self-Service Kiosks, In-Person Cashiering/Over-the-counter payments, and One-time and recurring web payments. Euna processes payments for 11 City/County agencies across the enterprise.

Hillsborough County (Euna Grants)

Entity Name: Hillsborough County

Contact Name: Kelly Trnka-Stone & Linda Wheat

Title: Senior Business Analyst & Procurement Operations Coordinator

Contact Phone: (813) 301-7064 & (813)301-7078

Email: trnkak@hcfi.gov & wheatl@hillsboroughcounty.org

City: Tampa

State: FL

Years Served: 2 years (2/2023)

Annual Volume: over 150 projects per year

Description of service: Hillsborough County manages over 150 projects annually using our platform for Strategic Sourcing, Benchmarking, and Vendor Performance Management. Core features include Questionnaires, Bid Tables, Solicitation Builder, and Intake to streamline sourcing workflows, along with Contract Management to oversee contract lifecycles.

City of Fort Worth (Euna Budget & Procurement)

Entity Name: City of Fort Worth

Contact Name: Brandy Hazel

Title: Interim Chief Procurement Officer

Contact Phone: 817-392-8087

Email: Brandy.Hazel@fortworthtexas.gov

City: Fort Worth

State: TX

Years Served: 2 years (customer since 9/2023)

Description of service: The City of Fort Worth uses our platform to manage over 200 procurement projects annually. Key features include Bid Tables for structured evaluations, Questionnaires for standardized vendor input, and Reverse Auctions to drive competitive pricing. The City also leverages Contract Management to streamline contract lifecycles and SSO integration for secure, seamless access.

Loudoun County (Euna Grants)

Entity Name: Loudoun County

Contact Name: Megan Cox

Title: Division Manager

Phone: (703) 777-0539

Email: megan.cox@loudoun.gov

City: Leesburg

State: VA

Years Served: 2 Years (March 2023-Present)

Annual Volume: >\$100 Million in Annual Grant Revenue

Description of Services: In March 2023, Loudoun County, VA began its partnership with AmpliFund to implement a county-wide grants management solution. The County prioritized establishing standardized processes across departments while accounting for each department's unique grant complexities. A key objective was to centralize the grants and awards portfolio, creating a single source of truth, supported by selective data migration. The County also streamlined its application process using AmpliFund's applicant portal and improved the reimbursement experience for recipients. As part of the rollout, AmpliFund partnered with Loudoun to develop an Oracle integration for importing expense data. Additionally, the County now leverages AmpliFund's dashboards and reporting tools to gain grant insights and simplify the generation of SF-425 and SEFA reports.

Pinellas County (Euna Budget)

Entity Name: Pinellas County

Contact Name: Shannon Mills, MPA

Title: Office of Management & Budget

Phone: (727) 464-4450

Email: Shmills@Pinellas.gov

City: Pinellas County,

State: FL

Years Served: Since 2019

Annual Volume: \$235,000.00 Annual ARR

Description of Service: Pinellas County has been a Euna Budget customer since 2019, leveraging the platform's Operating, Capital, and Personnel modules. They also utilize Budget Book Studio for publication and OpenBook to enhance budget transparency.



Euna Solutions, Inc. response to:

Office of the Chief Procurement Officer

Request for Proposal (RFP) No. 25-S940

for Software and SaaS Solutions

Section 5 – Value Added Products and Services

Date: June 19, 2025

Value Added Products/Services

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

EUNA RESPONSE

Euna empowers OMNIA participating agencies with a comprehensive suite of financial and administrative tools, enhancing efficiency, transparency, and community trust. Our offerings include:

- **Euna Procurement:** This solution integrates capabilities from Bonfire, DemandStar, Ion Wave Technologies, and EqualLevel, streamlining procurement with intuitive supplier engagement, bid management, and contract lifecycle management. For instance, Euna Procurement can automate supplier code matching, ensuring compliance with procurement policies and reducing manual effort.
- **Euna Budget:** These solutions encompass Euna Budget Professional (formerly Questica) and Euna Budget Enterprise (formerly Sherpa), providing robust budget planning, management, and reporting. These tools support data-driven decision-making, scenario planning, and financial oversight, allowing entities to forecast budgetary needs and allocate resources efficiently.
- **Euna Payments:** Powered by CityBase, Euna Payments simplifies payment processing for taxes, utilities, and other services, improving revenue collection and constituent experience. The system integrates seamlessly with existing financial systems to ensure accurate and timely payment processing.
- **Euna Grants:** Powered by AmpliFund, the solution offers end-to-end grant lifecycle management enabling organizations to maximize funding utilization and maintain compliance. It includes robust functionality for pre-award planning, application development, and post-award tracking to streamline grant administration and improve oversight.
- **Euna Special Education:** Powered by SpedTrack, this solution supports special education programs with comprehensive case management, IEP management, and compliance tracking, ensuring adherence to regulatory requirements.

Training and Maintenance Services:

- **Training Programs:** Euna offers extensive training services tailored to meet the needs of different user groups, ensuring effective adoption and utilization of our products. Training programs cover all aspects of our solutions, from initial setup to advanced functionalities.
- **Maintenance Services:** Our dedicated support team provides continuous maintenance and updates, guaranteeing that our solutions remain reliable and up-to-date, allowing OMNIA participating entities to focus on serving their communities. Regular maintenance checks and updates ensure that our solutions are always performing optimally.

At Euna Solutions, we are committed to delivering high-quality, user-centric solutions that empower OMNIA participating agencies to achieve operational excellence and foster public trust.

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.

EUNA RESPONSE

N/A. As a SaaS provider, Euna does not offer physical equipment, parts, accessories, or related services such as repair or trade-ins. Therefore, no pricing structure is applicable for these categories. All offerings under this contract are software and service based.

3. Describe any equipment reconditioning and recertification offerings.

EUNA RESPONSE

N/A. Euna does not offer physical equipment, parts, or accessories, and therefore does not provide equipment reconditioning or recertification services.



Euna Solutions, Inc. response to:

**Office of the Chief Procurement Officer
Request for Proposal (RFP) No. 25-S940
for Software and SaaS Solutions**

Section 6 – Required Documents

Date: June 19, 2025

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.
- 5.

Company

Euna Solutions, Inc.

Contact

Lynn Leano

Lynn Leano (Jun 18, 2025 15:15 CDT)

Signature

Lynn Leano

Printed Name

1155 Perimeter Center W, Unit 500
Sandy Springs GA 30338

Address

Senior Director Alliances

Position with Company

Official Authorizing Proposal

Jas Saraw

Jas Saraw (Jun 18, 2025 13:58 EDT)

Signature

(844) 226-3862 ext. 201

Phone

Jas Saraw

Printed Name

N/A

Fax

Chief Sales Officer

Position with Company

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:

Starting 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>

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Euna Solutions, Inc.
Sandy Springs, GA United States

Certificate Number: **Brenna**
2025-1325414

Date Filed:
06/17/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
OMNIA Partners, Region 14

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25-S940
Software and SaaS Solutions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Brenna Lenchak _____, and my date of birth is April 10, 1978 _____.

My address is _____, 1155 Perimeter Center W, Unit 500 _____, Sandy Springs _____, GA _____, 30338 _____, USA _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ Fulton _____ County, State of _____ Georgia _____, on the _____ 17 _____ day of _____ June _____, 20 _____ 25 _____.
(month) (year)


Brenna Lenchak (Jun 17, 2025 12:39 EDT)

Signature of authorized agent of contracting business entity
(Declarant)

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, Jas Saraw _____, as an authorized representative of

Euna Solutions, Inc. _____, 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.



Jas Saraw (Jun 18, 2025 13:58 EDT)

Signature of Named Authorized Company Representative

June 18, 2025

Date

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2024 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)**

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

SECTION A – TYPE OF REPORT
HEADQUARTERS REPORT

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID NW60411	EMPLOYER NAME GTY Technology Holdings Inc			
ADDRESS No physical locations	CITY/TOWN	STATE	ZIP CODE	

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID NW60411	HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME GTY Technology Holdings Inc			
HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS No physical location	CITY/TOWN	STATE	ZIP CODE	

SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)
832860149

SECTION E – EMPLOYER FILING ELIGIBILITY

YES (Employer Is Eligible to File) NO (Employer Is Not Eligible to File) EMPLOYER NO LONGER IN BUSINESS

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)

Unique Entity ID (UEI): Not Applicable

YES (Single-Establishment Employer is Federal Contractor) YES (Multi-Establishment Employer is Federal Contractor)
 YES (Headquarters is Federal Contractor) YES (Non-Headquarters Establishment is Federal Contractor)
 YES (One or More Non-Headquarters Establishments is Federal Contractor)

SECTION G – NAICS INFORMATION

541511 - Custom Computer Programming Services

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	0	0	6	0	1	0	0	0	5	0	0	0	0	0	12
First/Mid-Level Officials and Managers	1	1	22	1	3	0	0	0	10	0	1	0	0	2	41
Professionals	9	3	41	2	4	0	0	4	29	6	6	1	0	3	108
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	1	5	0	0	0	0	1	6	0	0	0	0	0	13
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CURRENT 2024 REPORTING YEAR TOTAL	10	5	74	3	8	0	0	5	50	6	7	1	0	5	174
PRIOR 2023 REPORTING YEAR TOTAL	7	5	101	1	9	0	1	2	47	6	4	1	2	4	190

SECTION I – WORKFORCE SNAPSHOT PERIOD
12/16/2024 - 12/31/2024

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)

Dec 16, 2024 - Dec 31, 2025.